

The Solicitors' Journal.

LONDON, DECEMBER 31, 1864.

A CASE WAS RECENTLY DECIDED in the Court of Session in Scotland, of considerable importance to persons changing their residence from one part of the United Kingdom to another, particularly to Scotchmen who may be minded to leave their own country for England or Ireland (as Scotchmen sometimes are), and who may desire to avail themselves of their native as well as of their adopted law, for the distribution of their property after their death. This was the case of *Somerville v. Hunter and Others*, decided by the second division of the Court of Session, in which the Lord Justice Clerk (Ingis) presides. It was an action of *multiplepoinding*, in the nature of an interpleader, in which the question at issue was the right to certain real property in Scotland, left by a testator, a Mr. Richmond. This gentleman removed from Scotland to Ireland, where he took up his residence, and where he died. While in Scotland he had made his will, or executed a testamentary settlement having that effect, by which he left his whole property, real and personal, to certain trustees, and on trusts which that instrument declared. Subsequently he executed another will in Ireland, by which he appointed a different set of trustees, and distributed his estate in a different manner.

Mr. Richmond died in Ireland on the 16th June, 1861, leaving his succession regulated by these two instruments, the Scotch settlement, and the subsequent Irish will; and the question came to be, whether, *quoad* the testator's real property in Scotland, the Irish will (which admittedly did not pass that property) revoked the previous Scotch settlement or had otherwise affected the distribution of the Scotch property. Lord Kinloch, the judge before whom the case came in the first instance, decided that Mr. Richmond's Irish will was ineffectual to revoke or alter or in anywise affect the settlement previously executed by him in Scotland, so far as concerned the Scotch real estate. But, on appeal, the Lord Justice Clerk and his brother judges reversed this decision, on the ground that, although the trustees of the Scotch settlement, held the property in question to the exclusion of the trustees of the Irish will, the latter instrument must be regarded as "a deed of instructions" for the Scotch trustees in their management and disposition of the Scotch property. The moral of the case is, that parties who, like this Mr. Richmond, move about the United Kingdom, would do well to keep in mind the fact that there are two—we might even say three—separate systems of law for the administration of British justice; that these systems are more or less different from each other; and that, in particular, the Scotch law of real property, whether for the purposes of conveyance by will or by deed, has scarcely a single point of resemblance, or even of analogy, to the law on the same subject in the other portions of the Queen's dominions: and further, that, before making a will in such circumstances, not only parties themselves, but the lawyers whom they consult, should take care to be well advised beforehand by some competent professional authority. If the Irish solicitor who made the above Irish will had taken the precaution to have submitted his draft to a Scotch conveyancer, all the difficulty and expense of the above case would have been prevented.

But the case teaches another lesson, and that is, that the sooner the laws of the three kingdoms are assimilated, the better will it be for the convenience and security of her Majesty's English, Irish, and Scottish subjects.

WE LEARN FROM THE *Leeds Times* that at the Leeds assizes, on Thursday, as Mr. Digby Seymour, Q.C., was addressing the jury for the defence in the case of Scaife, he so far excited himself in the interests of the prisoner that, in a moment of animated gesticulation, he knocked

off his wig, and sent it spinning on the barristers' table. There was a roar of laughter in the court, in which his Lordship (Keatinge, J.) joined; but Mr. Seymour, without losing his self-possession, quietly re-possessed himself of the horse-hair, and placed it upon his cranium, remarking meanwhile to the jury that the incident might "assist in keeping his head cool."

WE HAVE RECEIVED a report of the case of *Blake v. Stevens*, already mentioned in these columns,* together with the "remarks and comments of the public press thereon," including our own notice thereof. The case is likely to prove one of great importance; but, pending the contemplated motion, leave to make which was reserved at the trial, we do not feel justified in adding anything to our previous remarks on the question.

THE EXISTING RULES OF LAW with reference to the oaths required in courts of justice, received a curious exemplification the other day, in the case of *Attchul Singh v. The Maharajah of the Punjab (Dhuleep Singh)*. We have nothing to do with the merits of the case in question, which was an action for wrongful dismissal of a servant, and merely desire to call attention to the manner in which the plaintiff, whose case depended entirely on his own testimony, was sworn.

The man was a Sikh, not a Hindoo, and it does not appear, therefore, that supposing a copy of the translation of the Vedas, which is ordinarily used for swearing Hindoo witnesses, to have been at hand—which it was not—that form of oath would have been "binding on his conscience." The absence of the book, however, was so far material, that if the man's evidence had been rejected, it would have been set down to the fault of the Court, and no one could have been satisfied that justice had been done in the case. In this dilemma it is hard to conjecture how the Court would have extricated itself from the toils in which it was entangled, had not a *deus ex machina* appeared in the shape of—the defendant!

The Maharajah, on being appealed to, said if the plaintiff would solemnly call God to witness that he would speak the truth, he would be perfectly satisfied. The plaintiff was accordingly sworn according to a form described as "Upon the Gooroo," in which, in almost the words of our own oath, but without a book, he appealed to the "Gooroo," or prophet of his religion, to witness to his truth.

ON WEDNESDAY LAST a general list of petitions for private bills deposited on or before the 23rd inst. was printed. There are no fewer than 595, being 91 beyond the preceding year. The number of plans deposited at the Private Bill Office by the end of last month was 460, of which 356 were new railway bills. In the session of 1863 the number of petitions was 504, and the number of local Acts passed was 329. There are 368 railway projects for the forthcoming session, and it will be a very busy one on local bills. Before Parliament meets the £8 per cent. deposits must be made, and stock or cash will be lodged in the Court of Chancery to the value of 8 or 10 millions.

OUR READERS will be sorry to hear of the death of Mr. Edward White, of Marlborough-street, head of the eminent solicitors' firm of White, Broughton, & White. Mr. White was the Queen's private solicitor, and also the Prince Consort's, and as such, conducted, amongst other proceedings, the prosecution of the publisher Strange, for pirating the Royal drawings. He died yesterday week, aged 69.

WE LATELY † recorded the decease of Francis Turner, Esq., of New-square, Lincoln's-inn, one of the Benchers of the Inner Temple. The deceased gentleman, who was in his 80th year, was the elder brother of the Lord Justice Turner, and the grandson of Mr. Thomas Rede, an eminent solicitor in Beccles. The following notice of

* 9 Sol. Jour. 117.

† 9 Sol. Jour. 152.

his life appeared in the *Bungay and Beccles Weekly News*.

Mr. Turner was a native of Great Yarmouth, and was one of the twelve children of the Rev. Richard Turner, formerly minister of that parish.

Mr. Francis Turner was articled to his grandfather, Mr. Rede, and carried with him into the higher walk of his profession the advantage of an early familiarity with its practical aspect. While here he formed friendships, both within and beyond the circle of his own relatives, which were only interrupted by death. The late Mr. Edwin Sharpin, from having been a fellow-student at Beccles, became, we believe, his first pupil in London, and we know that at Mr. Sharpin's death Mr. Turner referred to him as his "oldest friend."

Mr. Turner was called to the bar in 1810, and had chambers in the Inner Temple, until, some years ago, he removed to Lincoln's-inn. For more than half a century he devoted himself to conveyancing with an assiduity and acuteness which brought to him a large share of the business from these counties, where he was so well known, as well as from other quarters. The property which has been entrusted, for its security or disposal, to his skill and learning, would show an aggregate value at which we should be afraid to hazard even a guess. He had accustomed himself to the use of forms more verbose than are acceptable in these days of unsparring retrenchment; but as to precision and luminousness, his style of legal composition was perhaps unrivalled. Many of the most respectable solicitors now or lately practising in the eastern counties had the advantage of being among Mr. Turner's pupils; all of them were treated by him with the utmost kindness. For, while indefatigable himself, and ever ready to help the industrious, he was most genial and social in his disposition. Those who were in the habit of consulting him in person, were at once surprised at the immense quantity of work he could get through, and fascinated by his singular power of passing "from grave to gay, from lively to severe."

Nor did he altogether discard the claims of literature and the arts. During some of his later years his ever active mind found relaxation in collecting and arranging materials for the topography of Kent. To that county he had become attached by accidental residence, and perhaps even more by the sad charm of some domestic afflictions during his abode in that part of the kingdom.

The position of a conveyancing barrister of eminent ability, though its duties are laborious, and its responsibilities, to an honourable mind, heavy indeed, does not often secure public distinction or receive the full reward and recognition it deserves. But Mr. Francis Turner, by his singular clearness of perception, his untiring industry, and his long-continued and great usefulness, not less than by his transparent integrity, had earned to himself a reputation and esteem more to be coveted than robes of ermine or mines of wealth.

DEEDS OF ARRANGEMENT WITH CREDITORS.

II.

(Continued from page 118).

2. Every deed of arrangement under section 192 of the Bankruptcy Act must be for the equal benefit of all the creditors, and that it is so must appear on the face of the deed itself.

This important and fundamental principle has been established by numerous decisions. In the case of *Walter v. Adcock*, 10 W. R. 542, 31 L. J. Ex. 380, almost the first which came before the Courts under the Act of 1861, Baron Bramwell gave the following exposition of the clauses relating to deeds of arrangement and composition:—

"The Act of Parliament says, 'every deed or instrument made or entered into between a debtor and his creditors,' which to my mind clearly means all of his creditors; but then the section goes on, 'or any of them.' Now, that cannot by possibility mean any of them to the exclusion of the rest, because otherwise this preposterous consequence would follow: that if a man enter into an agreement with some of his creditors for their benefit, the others, who were to take no benefit under the deed, nevertheless would be bound; that would be senseless. I take it the expression there, 'or any of them,' is to be taken to mean 'or any of them on their

behalf' as trustees, the whole of the creditors being bound, because the language is 'a debtor and his creditors, or any of them, or a trustee on their behalf.' It cannot be a trustee on behalf of 'any of them;' it must be a trustee on behalf of the creditors. It goes on, 'relating to the debts or liabilities of the debtor'—not to the debts he owes to the parties to the deed, but his debts generally—and his release therefrom, or the distribution, inspection, or arrangement, and winding up of his estate, or of any such matters, shall be as valid, and effectual, and binding on all the creditors of such debtor, as if they were parties to and had duly executed the same.' Now, that clearly to my mind supposes the deed to comprehend all the creditors, and to be such a deed as might be consistently executed by all the creditors; that is to say, a deed, the terms of which are such that none would be repugnant to its execution by any creditor; in fact, that it is a deed for the benefit of all the creditors, or with all the creditors." This view was adopted by Lord Justice Turner in *Ex parte Rawlings*, 11 W. R. 157, 32 L. J. Bkcy. 33, which was argued shortly afterwards. That learned judge there said—"I agree in the opinion expressed by one of the learned barons of the Court of Exchequer, that in order to bring a case within the section, the composition must be with all the creditors. . . . I think that the words 'debts and liabilities,' as used in the section, must be taken to relate to all the debts and liabilities; for not only is this, as I conceive, the ordinary meaning of the words, but it is scarcely possible to suppose that the Legislature could intend that all the creditors should be bound by an arrangement confined in its operation to some of them only. In all these cases, therefore, I think the question to be considered must be, Does the deed or instrument extend to all the creditors?"

The deed in *Walter v. Adcock* was expressed to be made between the debtor of the first part, and the creditors of the said debtor, whose names and seals were thereto subscribed and set, of the second part. After reciting that the debtor had for many years past carried on business as a pork-pie maker, and, in the course of such business, had become indebted to the several parties thereto of the second part, it contained a covenant on the part of the debtor to pay "the said parties thereto of the second part" a composition of five shillings in the pound, and a release by them in consideration of such payment. This deed the Court of Exchequer held was no answer to an action by the plaintiff, who, though a creditor, was no party to the deed. Mr. Baron Bramwell, after commenting on the fact that the deed was made with certain specified creditors only, pointed out that it was confined to trade creditors, and that no person not a trade creditor could have claimed his share of benefit under the deed. He added—"I feel it difficult to express an opinion, it seems so obviously correct, from the very statement of the case, that a composition deed under the Act, to be binding upon a non-executing party, must at all events appear to be, on the face of it, a deed by which he was to have the benefit if he executed it."

In *Ex parte Rawlings*, the deed was made between the debtors of the first part, M. J. and J. B. of the second part, and the creditors named in the schedule, and who had executed the deed, of the third part. It recited that it was agreed between the several parties thereto that the parties of the second part should pay to the parties of the third part a certain composition, to be secured by the joint and several promissory notes of the debtors and the parties of the second part, and "that the said promissory notes had been delivered to the parties thereto of the third part;" and it contained an assignment of the debtors' estate to the parties of the second part, to enable them to meet the promissory notes at maturity. This deed was also held bad. Lord Justice Turner, in an elaborate judgment, after examining the various provisions of the deed, said—"This deed is not, as it seems to me, a trust deed for the benefit of creditors. There is no trust fixed upon the property assigned by it. It is, as it seems to me, a mere deed of arrangement between

the bankrupt and the parties to whom the property is assigned, by which those parties come under the obligation of paying the creditors of the bankrupt to whom promissory notes were given, but no other of his creditors. No creditor of the bankrupt could, as I understand this deed, insist in his own right, or otherwise than through the bankrupt on his debt being paid, or on a promissory note being given to him for the payment of it." Another instrument came shortly afterwards before the Lords Justices (*Ex parte Godden*, 11 W. R. 158, 32 L. J. Bkey. 37), expressed to be made between the debtors of the first part, and the "creditors whose names and seals were thereto subscribed and set" of the second part, whereby, in consideration of the payment to them of a cash composition of four and sixpence in the pound, the parties thereto of the second part released their debts. This deed Turner, L.J., also considered bad, "for the same reason as in Rawlings' case," observing, "I do not see how any creditor not a party to the deed could insist on coming in under it and being paid the compensation provided by it."

It will be observed that in each of the three cases above cited the deed contained terms which limited its application to a portion of the creditors. Thus the first deed was inapplicable to any but trade creditors, the second to any but those who had received promissory notes, and the third to any but those who had received a cash composition before the execution of the deed. Those cases, therefore, established that no deed was valid under section 192 which contained any terms inconsistent with its application to all the creditors. It followed as an obvious consequence, from the principle laid down by these decisions, that no deed could be held valid which expressly excluded from its benefit any of the creditors. Accordingly, in *Ex parte Morgan*, *In re Woodhouse*, 11 W. R. 316, 32 L. J. Bkey. 15, a deed was held bad which provided for the distribution of a debtor's estate rateably amongst such of his creditors as should execute the deed within twenty-eight days from the date thereof, the Lord Chancellor saying that it was "a deed which in its operation might exclude creditors of the debtor." So, too, in *Berbridge v. Abbot*, 13 C. B. N. S. 507, a deed was pronounced invalid which contained an assignment of the debtor's property to a trustee in trust for distribution amongst the creditors who should execute the deed within three months from its date, with a proviso that such creditors as should not "execute or assent in writing to take the benefit of the deed on or before the 1st of May next (the deed being dated 28th June), or within such further time not exceeding thirty days as the said trustee should in writing under his hand and seal declare, should be excluded from all benefit under the deed." And these decisions were followed in *Denchirst v. Kershaw*, 11 W. R. 315, 1 H. & C. 726, and *Copeman v. Hart*, 11 W. R. 14, 14 C. B. N. S. 91. In *Leonard v. Sheard*, 7 W. R. 262, 28 L. J. Q. B. 183, which arose under the Bankrupt Act, 1849, a very similar point was decided. By the deed which there came under consideration, the debtor's property was assigned to trustees upon trust to divide it rateably amongst the creditors, and to hand over to the debtor the ultimate surplus, and the dividends of any of the creditors who did not sign the deed. This provision was held to invalidate the deed, as excluding some of the creditors from its benefits.

Although it was thus settled that a deed was invalid which expressly excluded any creditors, or contained terms inconsistent with its application to all, it still remained an open question whether a deed would be held good which, while purporting to be made with the creditors who executed it only, yet contained nothing inconsistent with its execution by, and application to, all the creditors.*

* It seems to have been supposed that this point was decided in *Ex parte Rawlings*. A careful examination of the judgment of Lord Justice Turner in that case, however, will show that this was not so. The judgment of that learned judge, as we have pointed out above, did not proceed on the fact that the deed professed to be made with those who executed only, but on the ground that it was inapplicable to any who had not already received promissory notes.

Such a deed came before the Court of Common Pleas in the case of *Ilderton v. Castrigue*, 11 W. R. 755, 32 L. J. C. P. 206. It purported to be made between the debtor of the first part, and the creditors whose names and seals were affixed of the second part. After reciting that the debtor was indebted to the parties of the second part in the sums set opposite their names, and had proposed to his said creditors to pay them a composition of two shillings and sixpence in the pound, it contained a covenant by the parties of the second part that the payment of the composition should operate and enure as a release and discharge of the said debts of the parties thereto of the second part. Mr. Mellish, in support of the deed, argued very strenuously that it was binding on dissentient creditors. He contended that whenever a deed was intended to enure for the benefit of all the creditors, and was capable of being executed by all, as soon as it had been executed by the requisite majority, the effect of section 192 was to put all the other creditors in exactly the same position as if they too had executed it, and that they became, by operation of law, as it were, parties to the deed, and so were within the terms of a deed such as that under consideration. In support of the deed, a dictum of Chief Justice Holt, in the case of *Feltham v. Cudworth* (Comyn, 112), which arose under one of the old Bankruptcy Acts, was cited. That eminent judge there said—"If the composition be made for the equal benefit of all the creditors, it is good, although it be not said in the agreement that the payment shall be made to all—for those who subscribe cannot bind those who do not subscribe; but the Act of Parliament requires the same payment to be made to all as is agreed to be paid to the subscribers." The Court of Common Pleas, however, considered the current of modern authorities to be opposed to this dictum, and refused to accede to the argument of Mr. Mellish, holding that the deed was not available within section 192. This decision was upheld by the Exchequer Chamber in *Ilderton v. Jewell* (12 W. R. 530, 33 L. J. C. P. 148).* Mr. Justice Blackburn, however, a member of that Court, while not dissenting from the other learned judges, declined to concur in their judgment, stating it as his impression that the deed was good. But in the subsequent case of *Dingwall v. Edwards*, 12 W. R. 579, 33 L. J. Q. B. 161, the same learned judge said—"In the recent case of *Ilderton v. Jewell*, it was decided that the deed must, on the face of it, show that it was intended to apply to all [the debts and liabilities of the debtor], and that a deed not doing so was not helped by facts extraneous to it, showing it was in fact so intended. I doubted this at the time, and, though not dissenting from the majority of the Court, did not join in the judgment. It is, of course, now binding on me, even if I still doubted; but I think it right to take this opportunity of saying that, on further consideration, I am convinced that there was no ground for any doubt, and that even if the point were not concluded by the decision of the Exchequer Chamber, I should, as now advised, hold that the deed must be such as, when properly construed, to show within the four corners of the instrument itself that it is such a deed as is within the provisions of the Act." It may be added, that the point thus determined, though not absolutely decided, was supported by strong authority in cases arising under the Act of 1849. In *Larpent v. Bibby*, Lord Wensleydale (then Baron Parke), in delivering the opinions of the judges in the House of Lords, said—"We have some doubt whether the deed is not void, as making the estate distributable amongst, not all the creditors, but those only who executed the deed. We should have clearly thought so, except that such a deed is in practice common, and in the case

* The case of *The General Furnishing and Upholstery Company v. Fenn*, 11 W. R. 756, has been thought to conflict with these decisions. That case, however, merely decided that the deed there set up was a deed for the benefit of the creditors of the assignor within section 7 of the Bills of Sale Act, and therefore did not require registration. It did not decide that it was in such a form as would make it binding on a dissentient creditor under the Bankruptcy Act, and for aught that appeared it may have been actually executed by every creditor.

of a conveyance for the benefit of creditors it is for the distribution of the estate amongst the creditors parties to the deed. But if we cannot take notice of that, as probably we ought not to do, the deed is void on that account also" (*Larpen v. Bibby*, 5 Ho. of Lds. Cas. 497, 3 W. R. 622; see also *Bloomer v. Darke*, 2 C. B. N. S. 165).

Although it may now be considered as established that a deed must affirmatively show by its terms that it is intended to apply to all the creditors, the question has already been more than once discussed, what terms are a sufficient affirmative proof of such intention? In *Hodgson v. Wightman*, 11 W. R. 576, 32 L. J. Ex. 147, the defendant, in support of a plea of release, tendered in evidence a deed made between himself of the one part, and the several persons whose seals were affixed, being creditors of the defendant, of the other part. The deed, after reciting that "the parties of the second part, being or representing at the least three-fourths in value of the creditors of the defendant, had agreed to take six shillings in the pound in discharge of their respective debts, contained a release by "the said parties hereto of the second part, they being or representing at least three-fourths in value of the creditors." Baron Bramwell refused to admit this deed in evidence, on the ground that it was not registered, and the Court of Exchequer upheld his ruling. Baron Wilde, in delivering the judgment of the Court, said that it was impossible to refer the words "being at least three-fourths in value of the creditors" to any other intention than the making of a deed of arrangement which should bind the whole of the creditors under section 192. "If," he added, "it were really intended to be only an arrangement with certain creditors who should sign the deed, what sense or reasonable meaning or purpose could the words I have quoted bear?" And in *Clapham v. Atkinson*, 12 W. R. 342, 33 L. J. Q. B. 81, a very similar deed was held binding under section 192 by the Court of Queen's Bench, and afterwards, on appeal, by the Exchequer Chamber (12 W. R. 1062). This deed, made between the debtor of the one part and the executing creditors of the other part, after reciting that the defendant had applied to the undersigned creditors to receive a composition of two shillings and sixpence in the pound, proceeded:—"Which we, the several creditors signing these presents, have agreed to do, and being a majority of the creditors of the said (defendant), whose debts respectively amount to £10 and upwards, have agreed to accept such composition as aforesaid, and in consideration thereof, and on payment thereof, or whenever thereafter called upon for the purpose, hereby agree to execute to the said (defendant) a good and sufficient release of our several and respective claims and demands upon him." It would thus appear that a deed, to be binding under section 192, need not expressly be made with all the creditors, nor expressly state that it is to enure for the benefit of all, though its terms must show that such is to be its effect.

(To be continued.)

EQUITY.

STOCKJOBBER TRANSACTIONS—TIME BARGAINS.

Rees v. Fernie, V. C. W., 13 W. R. 6.

It must not be supposed that Vice-Chancellor Wood, in refusing to relieve the plaintiff in this case from his liability under certain stockjobbing transactions, overrules his former decision in *Barry v. Croskey*, 2 J. & H. 1. So far as the facts were stated in the pleadings, the transactions between the parties were very much the same in both cases; but in *Rees v. Fernie* the cross-examination of the plaintiff disclosed features in his mode of conducting his business which rendered the contract, in the opinion of the Court, a wagering transaction.

In *Barry v. Croskey* the plaintiff filed his bill against the Buenos Ayres and San Fernando Railway Company, and certain persons who were the secretary and directors of the company, complaining of a fraudulent scheme

whereby the directors had got into their own hands, or the hands of their nominees, all the available shares of the company; and he averred that they then induced him, by false representations of the number of shares that were in the market, to make a time bargain to sell 100 shares at the pretended price of the day, to be delivered at the next settling day. Of course he was unable to provide these shares except at a great loss, and had eventually to pay a considerable sum to be released from his bargain.

The defendants, the directors, demurred, among other reasons, on the ground of this being a wagering transaction within the 8 & 9 Vict. c. 109; but the Vice-Chancellor held, in accordance with *Grizewood v. Blane*, 11 C. B. 539, that the question was, whether at the time of making the contract there was a *bona fide* intention to purchase or to deliver the shares, which was the true test of the legality of the transaction. In that case, his Honour was of opinion that there was sufficient in the averments in the bill, whatever might be disclosed in the answers, to show that the plaintiff had a *bona fide* intention to deliver the shares; and taking those averments to be true, the bill was not open to this ground of demurrer.

In *Rees v. Fernie* the case was different. The charges in the bill against the defendants, the directors of the American Exchange Banking Company, were indeed very similar to those brought against the defendants in *Barry v. Croskey*; but the case coming before the Court on a motion for an injunction, and not on demurrer, the defendants had the opportunity of cross-examining the plaintiff as to his course of business, and disclosed to the Court that it was his custom and habit to deal in shares, not with a *bona fide* intention of buying or delivering them, but in order to speculate for "differences."

His Honour therefore held "that the case stood on the same footing as a mere gambling or betting transaction, with which this Court would decline to interfere, leaving such questions to be arranged, as in the case of so-called debts of honour, by those much more competent tribunals, the Jockey Club or the Committee of the Stock Exchange."

PATENT LAW.

WANT OF NOVELTY.

Betts v. De Vitre, V.C.W. Nov. 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 14, 24, 1864.

The recent decision of Vice-Chancellor Wood in the case of *Betts v. De Vitre*, tried before that learned judge without a jury, has distinctly if not finally established the validity of Mr. Betts's patent against the shadowy claim of anticipation set up on behalf of a prior patent obtained sixty years back. This objection of want of novelty was not, indeed, now raised for the first time. It had been again and again urged during the multifarious and protracted proceedings—in measure far exceeding the average amount of patent litigation—of which Mr. Betts's invention has been the fruitful parent, but never until the present occasion has it been so conclusively negated. We may remind our readers that in January, 1849, Mr. Betts, who had for some years previously been engaged in the manufacture of capsules for bottles, in partnership with his father, obtained a patent for the invention "of a new manufacture and material for metallic capsules," by producing a combination of lead and tin through the agency of mechanical pressure. According to the process as described in the specification, the lead and tin were cast separately into ingots, and then reduced by rolling between cylindrical flattening rollers to certain specified proportions of thickness (the lead being to the tin as twenty to one). The tin was then folded over the lead, and the two metals were passed several times through the revolving flattening rollers, until their adhesion was complete. It is important to observe that Mr. Betts expressly disclaimed producing the combination of the two metals by a fusion process—that is, by applying tin in a state of

fusion to a heated surface of lead—his result being stated by him to be produced “by the agency of mechanical pressure.” The invention thus patented by Mr. Betts was very successful, and “Betts’s metal” has been largely used, not only for bottle capsules, but for an infinite variety of purposes. In full proportion, however, to the success has been the opposition, and no better test perhaps could be found of the value of the invention. From 1856 down to the present time, the patent, like a shuttlecock, has been tossed about from court to court without finding rest, or—to drop the metaphor—a decision sufficiently conclusive to silence all future objectors. We will not weary our readers by attempting to trace the various ramifications of the proceedings between Mr. Betts and his invaders. Are they not written in the chronicles of the Courts of Chancery, Nisi Prius, Queen’s Bench, Exchequer Chamber, Privy Council, and House of Lords? Surely nothing comparable has occurred since that *cause célèbre* recorded by Rabelais, as decided by Pantagruel between the Lords Kissbreech and Suckfast, “whose controversy was so high and difficult in law that the Court of Parliament could make nothing of it.” As we have already stated, the main objection raised against Betts’s patent in these various proceedings has been that it is bad for want of novelty, as having been anticipated by a patent for “Albion metal,” granted to Mr. Dobbs, a chemist of King’s Norton, in 1804, and describing a process similar to, if not actually identical with, that of Betts. By Dobbs, as by Betts, cohesion between the plates of lead and tin was effected by laying them together and then “passing them between the rolls of a flattening or rolling mill, with what is technically called a hard pinch.” But then Dobbs did not, as Betts, specify the relative proportions of lead and tin, plates of metal being taken “of equal or unequal thicknesses;” while he added to his specification, alternatively, a fusion process, effecting cohesion by casting tin upon lead, and then rolling, hammering, or pressing the combined metal thus prepared. Of course, it rested with those who had unearthed a patent of some fifty years old, and set it up against a modern one in full operation, and admittedly capable of producing the result claimed, to show that such prior patent did not merely declare a principle, but also disclosed a practicable mode of producing the result, and, further than this, that the result had been actually obtained and acted upon before the subsequent patent was taken out. Short of evidence to this extent, the later patent would not be held to have been invalidated by that of earlier date, on a mere comparison of the two specifications. This was, in substance, the effect of the decision of the House of Lords in *Betts v. Menzies*, 10 Ho. of Lds. Cas. 117, 11 W. R. 1; and after this decision it was, no doubt, open to anyone contesting Betts’s patent to bring forward evidence for the purpose of showing that Dobbs’s patent was capable of being worked, and had actually been worked, before that of Betts was in the field. And this was the course taken by the defendants in the present suit, and one in which, putting aside for the moment the separate question of infringement, they were held to have failed entirely. We ought here to state that most of Mr. Betts’s former antagonists have either submitted or been compelled to submit to perpetual injunctions, and that the patent has been prolonged by the Privy Council for a period of five years. The present defendants represent a company formed in February, 1860, for the purpose, in the first instance, of working Wimshurst’s patent for improvements in manufacturing sheet metal. By this patent, thin sheets of metal were produced by cutting or shaving them by machinery from a block or solid mass. This patent was abandoned in the course of 1862, when the defendants commenced manufacturing according to Dobbs’s specification, and continued that process until July, 1863, when they adopted a “fusion process” for which their manager, Mr. Kinder, had in the preceding April obtained patents. According to this process, after plating two strips of lead on one side only with tin by fusion, the strips of combined metal were doubled, lead to lead, and the leaden surfaces were

then united by rolling; the result obtained being a plate of lead coated with tin on both sides, which was afterwards rolled down and converted into capsules and foils. The case made by the bill which was filed against the company in May last was, that the defendants were infringing Betts’s patent by a merely colourable variation, and that the “fusion process,” put forward as the basis of Kinder’s process, was imperfect and ineffectual, cohesion between the metals being only produced, as in Betts’s process, by the subsequent rolling or mechanical pressure.

The defence was rested on two grounds—first, that Betts’s patent was bad for want of novelty, having been anticipated by the prior publication and working of Dobbs’s patent, thus raising once more that old and much-vexed question; and secondly, that Kinder’s process was essentially different from that of Betts, being effected by fusion, which had been expressly disclaimed by Betts in his specification. The evidence in support of the proposition that Dobbs’s patent had been actually worked previously to 1849 was hardly so strong as upon some of the former trials. In particular, there was wanting that somewhat sensational incident which took place at Warwick Spring Assizes in 1858, where a witness, not summoned by either party, appeared suddenly as a *deus ex machina* from the gallery of the court, to convince doubting Lord Campbell that Dobbs’s patent had been in full operation some twenty years before. Evidence, however, was given by scientific men to the effect that the combined metal had been obtained by actual experiment, following the directions contained in Dobbs’s specification, and with no other assistance; and also on the question of infringement, that the lead and tin were completely united by Kinder’s fusion process.

In giving judgment upon the case thus presented before him, Vice-Chancellor Wood decided both questions in favour of the plaintiff. With respect to prior user of Dobbs’s patent, he was of opinion that although Dobbs had enunciated a valuable principle, capable of being developed to a useful result, and had, no doubt, made experiments, yet those experiments had never been carried out to any practical conclusion by him, or anyone using his specification, before 1849. Many great discoveries—that of the steam-engine, for instance—might be said to have been anticipated for centuries before they were actually given to the world. But the true inventor and benefactor of mankind was the man who had first given practical operation to the idea, and not he who merely dreamed of some such result in past ages. Upon the evidence, his Honour said the case of user prior to 1849 failed altogether. Not a scrap of “Albion metal” made before that time had been produced in court; and although experiments were made by Dobbs himself, and by others at intervals afterwards, there was no evidence whatever to show that those experiments had succeeded, or that any practical result had been obtained, until Betts took out his patent, and effected that which had been often attempted, but never until then with success. He did not overlook the scientific and practical evidence, to the effect that the combined metal had been recently produced by actual experiment, using Dobbs’s specification alone. But in the absence of positive evidence to the same effect before 1849, he was not convinced, by the scientific evidence of experiments made at the present day, that the result could have been obtained by the same means in 1804, or even in 1849. In experiments at the present time, the vastly increased scientific knowledge and improved mechanical appliances now current would be brought to bear upon this subject, and Mr. Betts, who was shown to have first perfected the discovery to a practical result, had established his claim to be the first inventor. Until, therefore, his Honour’s decision shall have been reversed, the ghost of Dobbs may be taken to have been solemnly exorcised, and Mr. Betts is secured in the enjoyment of his patent against any objection of want of novelty. Upon the question of infringement, the Vice-Chancellor laid down that if the

combined metal, in a form available for use, could be produced by fusion only, without subsequent rolling, then the process would not be that which was claimed by Betts, and consequently there would be no infringement. But the fusion process alone was evidently insufficient to produce the result, as the defendants were obliged to roll out the fused metal, and it appeared that they used the identical proportions of lead and tin given by Betts in his specification. In other words, his Honour seems to have held that where a specification comprises three successive processes, a person working without licence cannot, by substituting for the first a different and possibly improved process, use the second and third processes pointed out in the specification without being guilty of infringement. On both grounds, therefore—want of novelty and infringement—the defendants were held to have failed in their contention, and the plaintiff obtained a decree for a perpetual injunction. The space to which our observations have already extended precludes any lengthened comment upon the case. We would only call attention briefly to the most salient and practically important points in the judgment, and these would seem to be—(1) In order to invalidate a patent on the ground that it has been anticipated by a prior patent, indicating, in general terms, a similar if not identical process, it is necessary not only to show by experiments made at the present day that the prior patent is now capable of practical operation, but also to show that it was either used or capable of being used when first taken out, or at all events before the subsequent patent was obtained. (2) A patent is not the less infringed because a preliminary process expressly disclaimed by the patentee is adopted and perfected by a subsequent operator, so long as that process is insufficient in itself, without adopting the essential part of the specification, to produce the result.

The case, independently of the interest attaching to such a singular and protracted contest, is interesting as showing the great difficulties to which both patentees and operators are subjected in the present state of the patent laws. Whatever may have been the case as to former infringers, there can be no doubt but that the present defendants sought anxiously to obtain the combined metal by an independent process, whether that of Dobbs or Kinder, so as not to infringe the patent of Mr. Betts. In this attempt they have failed; but looking at the restrictions with which the progress of scientific invention is hedged in, from the multifarious and conflicting patents on every possible subject, and especially at the conflicting opinions in the courts of common law upon the questions decided by his Honour, we think that the case is not one in which the moral culpability ordinarily attaching to those who endeavour to appropriate the profits of the inventions of their neighbours has been incurred.

REVIEWS.

The Lawyer's Companion, Diary, and London and Provincial Law Directory, for 1865; for the use of the legal profession, public companies, justices, merchants, estate agents, auctioneers, &c. Parts 2 and 3. Edited by ROLLA ROUSE, Esq. London: Stevens, Sons, & Haynes. 1864.

This is the nineteenth annual issue of this work, which well sustains the character its editor has already acquired as author of "The Practical Man," &c. It is eminently practical, and contains, in as small a compass as the multiplicity of the subjects will admit of, an almost infinite variety of information on all sorts of topics likely to be interesting to the persons for whom it is stated on its title-page to be designed. Not the least useful part, as it seems to us, are the excellent and complete, though very succinct, directions for book-keeping with which it opens.

We think, however, that the learned author would have added greatly to its value, and but slightly to its bulk or cost, had he included in his "Law List" the barristers and solicitors practising in Ireland and Scotland, with whom every day is, happily, drawing us into closer relations, and whose names are of almost as much importance in the conduct of any

considerable business as those of their professional brethren in England. Besides, everything which tends to break down the existing partition in this respect should be hailed as a public benefit.

A Treatise on the Principles and Practice of the Court for Divorce and Matrimonial Causes, with the Statutes, Rules, Fees, and Forms relating thereto. By GEORGE BROWN, Esq., B.A., Barrister-at-Law. London: Stevens, Sons, & Haynes.

A really practical work on the law and procedure of the Court of Divorce and Matrimonial Causes is a boon for which the profession ought to be grateful. The scope of this work affords ample opportunity for citing all the cases bearing upon the extensive and important subjects of which it treats. The clear and methodical arrangement adopted by Mr. Brown affords great facilities for reference. The work is divided into chapters, comprising the grounds for petitioning in dissolutions and defences, petitions for reversal of decree of judicial separation, damages against adulterers, defences, custody of children, provision for wife and children, practice and pleadings, with all the subdivisions of which these subjects are capable; with four Appendices containing all the statutes, the rules and orders, fees and bills of costs, and forms, with a copious index, which is the most valuable portion of a law book. The work is free from all redundancies, and is written in a clear, concise style, and copious marginal notes render it very easy to catch the point required.

The style in which the treatise is written is all that the practitioner can desire. But it has one blemish which we regret to have to notice, and that is, the omission of some of the cases decided last year, and reported in the 12th volume of the *Weekly Reporter*—viz., *Carstairs v. Carstairs* and *Dickinson*; *Child v. Child*; *E. v. T.*, falsely called *E.*; *Graves v. Graves*; *Narracott v. Narracott* and *Hesketh*; and *Squires v. Squires*—all embracing points of great practical utility. Notwithstanding these omissions, it is probable that the work will arrive at a second edition. In that event we would recommend the learned author to consult the *Weekly Reporter* Digest of Divorce and Matrimonial Causes; by that means he will guard against a recurrence of such omissions as those of which we complain.

COURTS.

ROLLS COURT.

(Before the MASTER OF THE ROLLS.)

Dec. 21.—*Norris v. Wilkinson*.—This was a bill filed by the administrator of the celebrated John Sadleir, a solicitor in Bedford-row, against Messrs. Wilkinson, Stevens, & Wilkinson, who had been solicitors of Sadleir, and also of the London and County Bank, of which Sadleir was chairman. They were also interested conjointly with Sadleir in various highly speculative undertakings, among which were a railway from Blesme and St. Dizier to Gray; a project for the purchase of the Kerson Ironworks; a railway from Rome to Frascati; a project to purchase a coal mine in Prussia for the purpose of selling again to a projected company; a project for making a railway in Sweden, and another in Switzerland. A decree for a general account had been obtained in 1861. The present application was that an account of all the dealings relating to the last-named railway, between Sadleir and the defendants, and also between a Mr. Masterman and a Mr. Brett, should be delivered at the office of the Master of the Rolls, for the use of the plaintiff.

Mr. Selwyn, Q.C., Mr. Baggallay, Q.C., Mr. Pearson, and Mr. Hardy, appeared in the case.

His Honour said that Masterman and Brett were not parties to the suit, and the question was whether the accounts could be taken in their absence. In his opinion they could not. It would, therefore, be necessary to file a new bill.

COURT OF BANKRUPTCY.

(Before Mr. Registrar PEPPYNS.)

Dec. 29.—*Re H. H. Coleman*.—The bankrupt was an attorney at Greenwich and Fenchurch-street. The debts appear by the preliminary statement to be about £5,000; assets doubtful.

This was a first meeting under the bankrupt's own petition, and Mr. R. H. Powys, a creditor for £426, was chosen assignee. Messrs. Linklater were appointed solicitors to the estate.

MANSION-HOUSE POLICE COURT.

Dec. 28.—*A Challenge to Fight a Duel.*—William Brownrigg Lumley, of 23, Kildare-gardens, Westbourne-park, a major in the Indian army, was brought before the Lord Mayor on a warrant, charged with having unlawfully, &c., written and sent to Laurence Desborough, jun., a certain letter containing a challenge to fight a duel, against the peace, &c.

Mr. Woutner appeared for the complainant.—It appeared that Messrs. Desborough, Young, & Desborough, solicitors, of Sise-lane, of which firm Mr. Laurence Desborough is a member, in the early part of the present year transacted some business of a delicate nature for the defendant, who is a retired officer of the Indian army. The bill of costs amounted to £99 5s. 10d., which was duly forwarded to the Major. On the 19th instant Mr. Desborough received, on account of the major, a cheque for £20 from Cornwall, on the Truro Bank, which was sent back to Truro to be cashed. The firm has also received a sum of £6 on the Major's account, and they proposed to set off this £26 against their costs. The Major objected to this course. Mr. Desborough then informed him that the money would be forwarded to him as soon as the cheque was cashed. On the same day (the 21st inst.) Major Lumley called at Messrs. Desborough's office, walked into the private room, and demanded his money. Mr. Desborough replied that he had written a letter, of which he showed him a copy, telling him he should have the money as soon as it was received from Truro, and that at present they had not got the £20; to which he replied that he did not care for that—he had got his money, and he would have it. He said that he had been advised by his solicitor (mentioning the name) that no bill of costs was due until it had been taxed. The Major also said that he did not intend to pay the bill until it had been taxed, but that had nothing to do with the matter—he had come for his money, and he would have it. At last Mr. Desborough walked round the table and opened the door, and requested Major Lumley to leave the room; but, after being requested to do so three times, he did not go, and Mr. Desborough placed his hand upon his shoulder, and he went out. The solicitor whose name the defendant had mentioned, said that Major Lumley had never been with him until that day; he had not given him any advice; and the Major had called there merely to apologise for having made use of his name. Mr. Desborough went to the solicitor prepared to pay the money if he required it, but nothing was said about it, and he did not mention it. On the 22nd, Sir John Lewis, another Indian officer, and a cousin of Major Lumley, called with a letter containing a peremptory demand for either a written apology or a meeting. Mr. Desborough refused to do either, and on the following day, the 23rd, Sir John Lewis again called upon Mr. Desborough, and handed him another letter containing gross insults, and a threat of personal violence whenever he met him. After receipt of the second letter, Mr. Desborough applied to the Lord Mayor for the warrant, and he stated, from his knowledge of the defendant's temper, he apprehended, if ever they did meet, that he would carry his threat into execution.

Major Lumley, who gave a somewhat different account of the transaction, reserved his defence, and applied for an adjournment of the case to enable him to instruct counsel, offering to enter into any recognizance his lordship might think fit to keep the peace in the meantime.

The LORD MAYOR agreed to the application, and the case was adjourned, Major Lumley entering into his own recognizance in a sum of £250, to appear again on the Wednesday next, and to keep the peace during the interval.

The case was accordingly brought on again last Wednesday, when Major Lumley again applied for an adjournment, which was refused. The fact of the challenge, as detailed on a former day, was not denied; but the major put a materially different colour on the previous quarrel, and said that he had been greatly provoked.

The LORD MAYOR said that was a question for the jury to consider, and committed him for trial, but released him in the meantime on bail.

GENERAL CORRESPONDENCE

STRAINING AT THE GNAT.

Sir,—One of the latest anomalies in the present bankruptcy system came under my notice yesterday. In a case in court, in which I was engaged, it became necessary to get one sheet

of paper to draw up an order, and use a pen to write it with. For this the messenger of the court is entitled to ask for half-a-crown; but, when put down before him, he dares not take it up till he has carried in a bill and had it taxed by the registrar, and obtained an *allocatur* on an eighteenth penny stamp, which, of course, I have to pay for in the first place, but ultimately the creditors interested.

The half-crown does not now go into the messenger's pocket, as he has to account for it to the accountant in bankruptcy; and whilst his (the messenger's) allowance out of it is only possibly about a halfpenny, the remaining two shillings and fivepence-halfpenny and the eighteenth penny stamp go into the general fund, out of which the expenses of the court are paid, including the almost perfectly useless office of the accountant in bankruptcy, which costs the fund at present nearly £10,000 a year.

I understand, too, that in some courts—and our own, I believe, amongst the number—the messenger, when a poor bankrupt has obtained his order of discharge, has, out of kindness, taken the official charges for the stamp and advertisement from him, without, perhaps, giving him a receipt for it; and now, because he has not made out a bill, and had it taxed, and obtained a stamped *allocatur* (and, of course, made the bankrupt pay for it), he is being visited with all the arrears of stamps, and ordered to refund very many pounds.

A short time ago there were complaints (and perhaps in some courts just ones) that the officials of the courts supplied more copies of documents than were needed; so, in order to stop the practice of the officials making these copies (the profit on which did not go into the general fund), an order was issued by the Chancellor on the matter, to reduce the supply of such copies, and ordering that *solicitors*, however much they may require them, shall not in future be allowed even the magnificent sum of 3s. 4d. for attending at court bespeaking the copies, and again for obtaining them when made, which they were before entitled to.

I hesitate not to say that the public are the chief losers by this petty work, and that the tone of the courts is not likely to improve under it.

I could give you pages in support hereof out of the late report of the committee of the House of Commons upon the Bankruptcy Law, if I had time to write it, and you room to print it.

JOHN MILLER.

Bristol, Dec 13.

MAGISTRATES' CLERKS—PROSECUTING ATTORNEYS.

Sir,—I find the following amongst the reports of the trials of prisoners at the recent quarter sessions at Exeter, in an Exeter paper:—

"Counsel's Fix.

"In a prosecution by Robert Lovell, briefs had been prepared by Messrs. Gurney (magistrates' clerks) and Mr. Merlin Fryer. Two counsel had been employed—Mr. Lopes by Messrs. Gurney, and Mr. Rogers by Mr. Fryer. There was a short conversation between Court and counsel as to which brief should have the preference. The chairman at first thought this was a question which the Court ought to be called upon to decide; but on being pressed by Mr. Lopes, Earl Devon called forward the prosecutor, who said he had given instructions to Mr. Fryer *exclusively*. Mr. Rogers consequently had the case, although the first brief had been received by Mr. Lopes."

I beg to ask Messrs. Gurney who instructed them to prepare the brief? Evidently it was not the prosecutor. And Mr. Lopes—from whom did he receive it? Was it from a clerk of Messrs. Gurney, the magistrates' clerks, or from a police-officer? Why I ask this question is simply because I know, of my own knowledge, that the magistrates' clerks in the town in which I reside invariably prepare the briefs for the prosecutors, without instructions from them, and place the same in the hands of some police-constable who is engaged in the case, with a desire that he will give the same to counsel, and after the case is tried, apply for the costs and bring it back to them (the magistrates' clerks), which he does. What the magistrates' clerks give the police-constable for his trouble I know not, but it is not very probable that he works for nothing. Does the chief constable allow his men to act as clerks to clerks of justices? I cannot see the reason that the clerks to magistrates for counties are allowed to conduct prosecutions, while clerks to magistrates for boroughs are prohibited by the 24 & 25 Vict. c. 75, s. 5, which enacts that—

"It shall not be lawful for the clerk to the justices of any borough, by himself or his partner, or otherwise, to be directly or indirectly employed or interested in the prosecution of any offender committed for trial by the justices of such borough, or any of them, at any court of gaol delivery, or general or quarter sessions, and any person who shall in anywise offend in the premises shall for every such offence forfeit and pay the sum of £100, one moiety thereof to the treasurer of such borough, to be paid over to the credit and account of the borough funds, and the other moiety thereof, with the costs of suit, to any person who may sue for the same in any of her Majesty's courts of record at Westminster."

I do hope and trust that in the bill now before Parliament a similar provision to the above will be inserted, to prevent clerks to county magistrates from becoming and acting as the attorneys to prosecutors, as it is not fair to the rest of the profession.

It is well known that the justices very frequently advise with their clerks as to the propriety of committing a prisoner for trial, and it is a very great temptation to the clerks to advise a committal, knowing at the same time that they are thereby, in many cases, securing to themselves the conducting a profitable prosecution.

By giving this a place in your paper, you will oblige
Dec. 16, 1864. ΣΥΝΟΧΟΣ.

LECTURES TO ARTICLED CLERKS.

Sir,—I am exceedingly obliged to you for having inserted in your columns my letter on the subject of Law Classes; and I now beg to inform those of your readers who may be articulated clerks, that the memorial therein referred to will not remain at Mr. Harrison's, 116, Chancery-lane, after the 14th of January, as it is then intended to present the same to the Council of the Incorporated Law Society.

It may here be observed that the memorial has not received so many signatures as were anticipated, but this may probably be attributed to the fact that articulated clerks do not, as a rule, avail themselves of the valuable information and instruction to be derived from a regular perusal of your and the other legal journals, consequently but few of them are aware of the memorial.

Increased facilities are undoubtedly required for the assistance of articulated clerks in the prosecution of their studies; and as the object the memorial has in view is to improve the present defective system, if you, Mr. Editor, could favour us with any suggestions upon the matter, you would, allow me to say, be very materially assisting this humble effort on our part.

W. J. FRASER.

Dec. 27.

ABOLITION OF GRAND JURIES.

Sir,—The institution of grand juries is a necessary part of the constitution which secures to Englishmen the liberties they enjoy. The correspondent of the *Times*, who wishes to abolish them, admits that, in the case of persons charged with political offences, they may be useful; but suppose a person of position and wealth to be unjustly charged with a crime, which mode of clearing his character is best—that accomplished through the medium of a grand jury, or of a neighbouring magistrate, who may perhaps be an intimate friend of the party accused? Besides assisting in the administration of the criminal law, grand juries have other functions which are most useful in guarding the public purse. Formerly there could be no expenditure on county buildings (beyond trifling repairs) without a presentment of the grand jury on oath, and after personal inquiry and inspection, that the building was insufficient or in want of repair. Grand juries were generally composed of gentlemen who were large contributors to the county rates, and when persons residing at a distance from the county town read in the newspapers that the gaol or a bridge had been presented by the grand jury, and that the magistrates, under the authority of the presentment, had made an order for the gaol or bridge to be repaired or rebuilt, every ratepayer was satisfied. It was enough that the grand jury, on their oaths (all interested in keeping the expenditure within proper bounds), had presented it. This system has now, however, though legally available, become obsolete by the operation of the Act 4 Geo. 4. c. 64 s. 45 (The Gaol Act), by which section the report of visiting magistrates was made of equal authority with the presentment of a grand jury. The consequence was, that present-

ments of grand juries were gradually disused, and the whole power, both of inquiring into the liability of the county to repair, and of ordering and executing the work, became centred in county magistrates, or rather in their committees.

Considerable dissatisfaction has arisen of late years on account of the greatly increased expenditure in counties, and the increase has no doubt been occasioned by the disuse of the presentments by grand juries, as well as by the increased population. It is most desirable to return to the old law, and to re-establish this admirable institution. This (and not financial boards) is the best safeguard against unnecessary expenditure of the county rates.

Dec. 22.

AN OLD CLERK OF THE PEACE.

LAW STUDENTS' JOURNAL.

INTERNATIONAL MARITIME LAW LECTURES.

The following course of lectures, under the sanction of the Council of Legal Education, will be delivered by Leone Levi, Esq., LL.D., and Professor of Commercial Law at King's College, London, in the Hall of Lincoln's-inn, on the under-mentioned days, at half-past twelve (noon).

Introductory Lecture, (at which the Attorney-General will preside)—Jan. 12. On the present state of international maritime law.

Lecture II. Jan. 18.—Sea laws in time of peace.

Lecture III. Jan. 25.—Belligerent rights.

Lecture IV. Feb. 1.—Neutrality and neutral rights.

HILARY EDUCATIONAL TERM, 1865.

Table of the days and hours for the delivery of the public lectures by the readers appointed by the Inns of Court, and for the attendance of the private classes.

HEADERS—INNS OF COURT.		DAYS AND HOURS OF MEETING.	
Private Classes, Inner Temple Hall.	Common Law, Inner Temple Hall.	Public Lectures.	Private Lectures.
Constitutional Law and Legal History, Lincoln's Inn Hall.		Wednesdays, 2 p.m. First Lecture, 11th January.	Tuesd., Thursd., & Saturd. First Class meets on the 12th January.
Private Classes, Benchers' Reading Room.		Thursdays, Elementary Lecture at 2 p.m. Advanced Lecture, at 3 p.m. First Lecture, 12th January.	Mond., Wedn., & Frid. First Class meets on the 13th January.
Private Classes, Equity, Lincoln's Inn Hall.		Tuesdays, Elementary Lecture at 2 p.m. Advanced Lecture at 3 p.m. First Lecture, 17th January.	Mond., Wedn., & Frid. First Class meets on the 18th January.
Private Classes, Real Property, &c. Gray's Inn Hall.		Tuesdays, Elementary Lecture at 2 p.m. Advanced Lecture at 3 p.m. First Lecture, 17th January.	Mond., Wedn., & Frid. First Class meets on the 18th January.
Private Classes, North Library.		Tuesdays, Elementary Lecture at 2 p.m. Advanced Lecture at 3 p.m. First Lecture, 17th January.	Mond., Wedn., & Frid. First Class meets on the 18th January.
Private Classes, Jurisprudence and Civil Law, Middle Temple Hall.		Fridays, 2 p.m. First Lecture, 13th January.	Tuesd., Thursd., & Saturd. First Class meets on the 14th January.
Private Classes, Common Law, Inner Temple Hall.		Monday, Elementary Lecture at 2 p.m. Advanced Lecture at 3 p.m. First Lecture, 16th January.	Tuesd., Thursd., & Saturd. First Class meets on the 17th January.

Notes.—The educational term commences on the 11th January, and ends on the 30th March.

Students who have been unable to attend a lecture or class of either of the readers, and desire dispensation as a qualification for call to the bar, should make application, with an explanation of the cause of such absence, in writing, to the reader, during the course, or immediately after the delivery of the last public lecture of the course; and the reader's report thereon, together with the application, will be forwarded to the Council of Legal Education, who alone have the power of granting dispensation.

The Council have resolved that in no case shall students be allowed to change from the elementary to the advanced courses of lectures and classes, or *vice versa*, while qualifying for call to the bar, or for the examinations on the subjects of lectures.

UNEXPECTED REVIVAL.—A remarkable incident has just occurred in the West Indian Encumbered Estates Court,—the appearance, as a claimant, of Mr. George Craggs Parker, a gentleman who was supposed to have died during the disturbances in Paris in 1848, and to whose estate letters of administration had been granted, and his personal property administered and actually divided amongst his relatives by the Court of Chancery several years since.

DANIEL WEBSTER, THE AMERICAN STATESMAN AND LAWYER, ON THE BEST SOURCES OF ENGLISH HISTORY: THE STATUTES AND REPORTS.—There is still wanting a full, thorough, and domestic, social account of our English ancestors, that is, a history which shall trace the progress of social life in the intercourse of man with man; the advance of arts, the various changes in the habits and occupations of individuals; and those improvements in domestic life which have attended the condition and meliorated the circumstances of men in the lapse of ages. We still have not the means of learning, to any great extent, how our English ancestors, at their homes, and in their houses, were fed, and lodged, and clothed, and what were their daily employments. We want a history of firesides; we want to know when kings and queens exchanged beds of straw for beds of down, and ceased to breakfast on beef and beer. We wish to see more, and to know more of the changes which took place, from age to age, in the homes of England, from the castle and the palace, down to the humblest cottage. The feudal ages were military and agricultural, but the splendour of arms, in the history of the times, monopolized the genius of writers; and perhaps materials are not now abundant for forming a knowledge of the essential industry of the country. He would be a public benefactor, who should instruct us in the modes of cultivation and tillage prevailing in England from the conquest down; and in the advancement of manufactures, from their inception in the time of Henry IV. to the period of their considerable development, two centuries afterwards. There are two sources of information on these subjects which have never yet been fully explored, and which, nevertheless, are overflowing fountains of knowledge—I mean the statutes, and the proceedings of the courts of law. At an early period of life, I recurred with some degree of attention to both these sources of information, not so much for professional purposes as for the elucidation of the progress of society. I acquainted myself with the object, and purposes, and substance of every published statute in British legislation. These showed me what the legislation of the country was concerned in from age to age, and from year to year; and I learned from the reports of controversies in the courts of law, what were the pursuits and occupations of individuals, and what the objects which most earnestly engaged attention. I hardly know anything which more repays research than studies of this kind. We learn from them what pursuits occupied men during the feudal ages. We see the efforts of society to throw off the chains of this feudal dominion. We see too, in a most interesting manner, the ingenious devices resorted to, to break the thralldom of personal slavery. We see the beginning of manufacturing interests, and at length bursts upon us the full splendour of the commercial age.

Littleton, Coke, Plowden—what are they? How their learning fades away and becomes obsolete, when Holt and Somers and Mansfield arise, catching themselves, and infusing all around them, the influences and the knowledge which commerce had shed upon the world.—*Legal Intelligence.*

DIAMOND CUT DIAMOND.—At Glasgow, the other day, a gentleman got into a wrong omnibus, and immediately got out of it, and into another one. The guard of the first omnibus followed the gentleman, and insisted on being paid. This demand the gentleman, after some short parley, reluctantly complied with. The guard, chuckling over his triumph, was making the best of his way out of the omnibus, thinking, no doubt, how well he had done it, when he was collared at the door by the guard for his fare, and had to pay it.

* Address before the New York Historical Society, February 23, 1862, pp. 18, 19.

ESTATE EXCHANGE REPORT.

AT GARRAWAY'S.

Dec. 23.—By Mr. TINDALL.

Leasehold, 3 houses, being Nos. 9, 14, and 15, Murray-street, Kentish-town, producing £50 5s. per annum; term, 90 years unexpired; ground-rent, £15 15s. per annum—Sold for £750.
Leasehold residence, being No. 8, Grove-end-road, St. John's-wood, let at £95 per annum; term, 33 years unexpired; ground-rent, £15 15s. per annum—Sold for £900.
Leasehold ground-rent of £40 per annum (for 80 years), secured on 2 residences, being Nos. 39 and 40, St. John's-wood-park, with reversion—Sold for £820.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

CREEKE—On Dec. 21, at Monkholme, Burnley, the wife of A. B. Creeke, Esq., Town Clerk of Burnley, of a son.
TORRIANO—On Dec. 23, at New-cross-road, S.E., the wife of H. J. Torriano, Esq., of a daughter.

MARRIAGES.

PAYNE—WARREN—On Dec. 22, at Tubbury, Staffordshire, Alexander R. Payne, Milverton, Somerset, Esq., Solicitor, to Frances A., third daughter of Samuel Warren, Esq., of the same place.
SMITH—BAILEY—On Dec. 22, at Trinity Church, Westbourne-terrace, R. H. Smith, Esq., M.A., Lincoln's-inn, Barrister, and Fellow of St. John's College, Cambridge, to Marilla, eldest daughter of John Bailey, Esq., Q.C.
THOMPSON—WHITE—On Nov. 21, at St. John's Church, Calcutta, Corrie R. Thompson, Esq., Delhi Railway Staff, Meerut, to Augusta Theresa, eldest daughter of Edward G. White, Esq., Charlotte-street, Bedford-square, Barrister.

DEATHS.

DEIGHTON—On Dec. 14, at Clarendon-road, Kensington-park, W. C. D. Deighton, M.A., Barrister, Inner Temple, and Liverpool.
GRIMLEY—On Dec. 22, at Market Drayton, Henry Grimley, Esq., Solicitor, aged 50.
WARREN—On Dec. 19, at Milverton, Somerset, Mary, wife of Samuel H. Warren, Esq., Solicitor.
WHITE—On Dec. 23, at Naples, Edward White, Esq., aged 69, the Queen's and the late Prince Consort's private solicitor.

LONDON GAZETTES.

Friendly Societies Dissolved.

TUESDAY, Dec. 27, 1864.

Social Friends, Berkeley Arms Tavern, John-st, Berkeley-sq. Dec 19.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Dec. 27, 1864.

Blamire, Geo. Adam-st, Adelphi, Barrister-at-Law. Feb 6. Nanson v Barnes, V.C. Stuart.
Bethune, Chas Goodwin, St Leonards-on-Sea, Sussex, Gent. Jan 20. Thorns v Bethune, M.R.
Blake, John, Winchester, Schoolmaster. Jan 30. Webb v Attorney-General, V.C. Stuart.
Forbes, Sarah, Sloane-st, Widow. Jan 16. Perry v Chalmers, M.R.
Hawker, Emma Jane, Alfred-pl, Brompton, Widow. Jan 24. Dancocks v Seymour, V.C. Stuart.
Hepburn, John Swaine, Cambridge-ter, Edgeware-rd, Esq. Jan 24. Lambert v Bushill, M.R.
Joynson, Thos. Feb 2. Jones v Joynson, V.C. Stuart.
Moore, Thos, Ashby-de-la-Zouch, Leicester, Gent. Jan 17. Gadsby v Green, V.C. Stuart.
Spencer, Christopher John Miles, Norwich, Surgeon. Jan 19. Spencer v Miles, M.R.
Stopher, Wm, Coleman-st, Gent. Feb 1. Holland v Stopher, V.C. Stuart.
Wood, Richd, Cirencester, Gloucester, Gent. Jan 21. Wood v Cox, V.C. Stuart.
Young, Hy, Cross-st, Hoxton, Fishmonger. Jan 10. Young v Young, M.R.

TUESDAY, Dec. 27, 1864.

Booth, John, Kildwick, York, Yeoman. Jan 18. Brook v Booth, V.C. Stuart.
Dixon, Joseph, Beighton, Derby, Clerk. Jan 23. Carnall v Harrison, M.R.
Dunsford, Wm Jas, Broad-st-bldgs, Mining Agent. Jan 23. Dunsford v Dunsford, M.R.
Dyson, Eli, Almondbury, York, Manufacturer. Jan 31. Sykes v Dyson, V.C. Wood.
Evans, Rachael, Lamb's-bldgs, Bunhill-row, Cowkeeper. Jan 16. Dunham v Williams, V.C. Kindersley.
Hogan, John, 37th Regt. March 10. Hogan v James, M.R.
Messenger, Wm, Froylo, Southampton, Militia tr. Jan 28. Messenger v Messenger, M.R.
Montagu, Montagu, Bath, Esq. Jan 31. Montagu v Lansdown, M.R.
Morgan, Lewis, Lamb's-bldgs, Bunhill-row, Cowkeeper. Jan 16. Dunham v Williams, V.C. Kindersley.
Petersen, Chas Augustus, Master of Barque Karla, Bremen. Jan 23. Straker v Hartland, V.C. Wood.
Ross, Rickman, Gt Guildford-st, Southwark, Esq. Jan 23. Ross v Tatham, V.C. Kindersley.
Shaw, Wm, Portobello, nr Wakefield, York, Esq. Feb 13. Harris v Shaw, V.C. Stuart.
Spence, Wm, Lower Seymour-st, Portman-sq, Esq. Jan 23. Foster v Manning, V.C. Stuart.
Wesson, Thos, Elenham-crescent, Notting-hill, Builder. Jan 20. Salter v Tildesley, M.R.
Winstanley, John, Bolton, Lancaster, Innkeeper. Jan 25. Lees v Olivant, M.R.

Creditors under 22 & 23 Vict. cap. 35.*Last Day of Claim.*

FRIDAY, Dec. 23, 1864.

Clark, Richd, Anlaby, York, Gent. Jan 30. Wilson, Hull.
 Cook, Thos, Wigan, Lancaster, Draper. March 13. Leigh & Son,
 Wigan.
 Coulate, Edwd, Bowden, Chester, Gent. Feb 1. Rowley & Son,
 Manchester.
 Goodale, Hy, Mortlake, Surrey, Builder. Feb 1. Kempson & Trollope,
 Abingdon-st, Westminster.
 Gullick, Wm, Bristol, Licensed Victualler. March 1. Alwan, Bristol.
 Halls, Wm, Newcastle-upon-Tyne, Flour Dealer. Jan 31. Hodge &
 Harle, and Brewis, Newcastle-upon-Tyne.
 Herbert, John, Walpole St Peter's, Norfolk, Yeoman. Jan 16. Met-
 calfe, Wisbech St Peter's.
 Johnson, Richd, Little Smeaton, York, Farmer. March 1. Chattock &
 Mitchell, Solihull.
 Johnstone, Edmund, Edmonton, Middx, Esq. March 8. Janson & Co,
 Basinghall-st.
 Kerl, Hy, Doncaster, York, Gent. Feb 18. Thomas & Co, South-sq,
 Gray's-inn.
 Lowman, Hugh Perkins, Broadwindsor, Dorset, Gent. Feb 1. Temple-
 man, Crewkerne.
 Stephenson, Jas, Rochester-sq, Camden-town, Merchant. March 25.
 Booths, Gray's-inn-sq.
 Thompson, Robt John, Kyneton, Victoria, Gent. Feb 1. Bradley.

TUESDAY, Dec. 27, 1864.

Barclay, Fredk Geo, Shrewsbury, Salop, Innkeeper. Jan 30. Kough,
 Shrewsbury.
 Chapman, Geo, Sheffield, Grocer. Feb 17. Fretson, Sheffield.
 Greenwood, Fredk, Springfield, Essex, Gent. March 20. Copland,
 Chelmsford.
 Hunter, John, Santa Ana, Tolina, Columbia, Carpenter. July 1.
 Pritchard & Sons, Great Knightbridge-st.
 Hyatt, Jacob, Potterne, Wilts, Dairyman. Jan 31. Norris, Devizes.
 King, Edwd, National Debt Office, London, Esq. Feb 25. W. & B.
 Wake, Sheffield.
 Macdonald, Rt Hon Godfrey Wm Wentworth Lord, Macdonald. March
 1. Gibson & Co, Edinburgh.
 Moore, Nathaniel, Sheffield, Surgeon. Jan 25. W. & B. Wake, Shef-
 field.
 Poole, John David, St Peter's-rd, Mile End, Merchant. March 20.
 Copland, Chelmsford.
 Read, Ellen Fanny, Surrey County Lunatic Asylum, Tooting. March
 1. Burn, Great Carter-lane.
 Snowball, Cuthbert, Warden, Northumberland, Gent. Jan 25.
 Kirsopp.
 Tonge, Eliza, Alford, Lincoln, Widow. March 1. Scott & Co, Lincoln's-
 inn-fields.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, Dec. 23, 1864.

Battersby, Wm, Old Manor-rd, Stepney, Builder. Dec 19. Comp
 Reg Dec 21.
 Beal, Wm, Tunbridge Wells, Kent, Grocer. Dec 1. Conv. Reg Dec 22.
 Bircham, Thos, Macclesfield, Chester, Silk Manufacturer. Dec 5.
 Conv. Reg Dec 22.
 Booth, Wm, Walkley, nr Sheffield, York, Hairdresser. Dec 8. Conv.
 Reg Dec 22.
 Bray, John, Leeds, Woollen Manufacturer. Nov 25. Comp. Reg
 Dec 22.
 Brodie, John, & Joseph Brodie, Durham, Drapers. Nov 26. Arr. Reg
 Dec 22.
 Bulford, John Rogers, Devonport, Devon, Watchmaker. Nov 28. Comp.
 Reg Dec 21.
 Bywater, John, jun, Llanwanno, Glamorgan, Grocer. Nov 30. Comp.
 Reg Dec 12.
 Cato, Walter, Kentish-town-rd, Draper. Nov 24. Comp. Reg Dec 20.
 Child, John, Ecclehill, York, Cloth Manufacturer. Dec 6. Conv. Reg
 Dec 22.
 Clark, Wm Pyle, Hants, Timber Merchant. Dec 22. Conv. Reg
 Dec 23.
 Corfe, Chas, High-st, Birm, Draper. Dec 19. Comp. Reg Dec 21.
 Cuffin, Wm, Mansfield, Nottingham, Grocer. Dec 12. Conv. Reg
 Dec 21.
 Damm, Ferdinand, Leman-st, Whitechapel, Merchant. Dec 19.
 Comp. Reg Dec 22.
 Dodgson, Percy, Aldershot, Hants, Cornet H.M. 14th Regiment of
 Hussars. Nov 28. Asst. Reg Dec 21.
 Dörgerleah, Emilus, & Hermann Sang, Savage-gardens, Merchants.
 Nov 18. Inspectorship. Reg Dec 22.
 Dorrner, Wm, Southampton-buildings, Chancery-lane, Publisher.
 Dec 9. Comp. Reg Dec 23.
 Ellis, Alfred Jas, Brighton, Grocer. Nov 25. Conv. Reg Dec 22.
 Farmer, Job, Braunstone, Frith, Leicester, Farmer. Nov 28. Conv.
 Reg Dec 22.
 Featherstone, Hamlet, & Wm John Smith, Jun., Manchester, Flannel
 Merchants. Nov 25. Comp. Reg Dec 23.
 Fisher, Robt, Westbourne-grove, Bayswater, Photographic Artist.
 Nov 26. Asst. Reg Dec 23.
 Gibbs, Wm, Eastbourne, Sussex, Grocer. Nov 26. Asst. Reg Dec 22.
 Gendlinning, Jas, Gloucester, Draper. Dec 21. Comp. Reg Dec 22.
 Gosden, Hy Thos, High Holborn, Middx, Bookbinder. Dec 13. Conv.
 Reg Dec 20.
 Hall, Geo, Minories, Cheesemonger. Nov 28. Comp. Reg Dec 22.
 Hamilton, Rowland, Nicholas-lane, General Merchant. Dec 7. In-
 spectorship. Reg Dec 22.
 Hickman, John Norton, Ilkerton, Derby, Draper. Nov 24. Conv.
 Reg Dec 22.
 Hodgkins, Thos, Bedford, Cooper. Dec 17. Comp. Reg Dec 22.
 Howell, Geo Wm, Leeds, Mantle Manufacturer. Dec 16. Conv. Reg
 Dec 21.
 Hughes, Ellis, Clynagog, Carnarvon, Grocer. Dec 7. Comp. Reg
 Dec 23.
 Hutchinson, Geo, jun, & Alfred Tognier, Fenchurch-st, Ship and In-
 surance Brokers. Nov 28. Comp. Reg Dec 22.

Kemble, Mary, Dawlish, Devon, Widow. Dec 7. Conv. Reg Dec 22.
 Keymer, Jas, Trump-st, Cheapside, Silk and Flannel Printer. Nov
 28. Inspectorship. Reg Dec 22.
 Leach, Joseph, Sough, Lancaster, Manufacturer. Dec 2. Conv.
 Reg Dec 23.
 Leock, Robt, Weston-super-Mare, Somerset, Haulier. Dec 15. Conv.
 Reg Dec 22.
 McEvoy, John, Birm, Picture Frame Manufacturer. Dec 15. Asst.
 Reg Dec 23.
 McGregor, Thos, Cheapside, Woollen Warehouseman. Dec 6. Comp.
 Reg Dec 21.
 Marshall, Chas, Walkley, nr Sheffield, York, Saw Manufacturer. Dec
 13. Conv. Reg Dec 23.
 Mearway, Robt, Brentwood, Essex, Butcher. Nov 30. Comp. Reg
 Dec 21.
 Mears, Saml, Weston-super-Mare, Somerset, Builder. Nov 26. Conv.
 Reg Dec 23.
 Melross, Wm, Lpool, Draper. Nov 28. Conv. Reg Dec 22.
 Midgley, John, Windhill, Shipley, York, Worsted Manufacturer. Nov
 28. Comp. Reg Dec 20.
 Napper, Edwin, Newport, Monmouth, Confectioner. Nov 23. Conv
 Reg Dec 21.
 Peckar, Edwin, Cheltenham, Gloucester, Builder. Nov 25. Conv.
 Reg Dec 21.
 Palmer, Geo, Llanelly, Carmarthen, Grocer. Dec 15. Conv. Reg
 Dec 20.
 Partington, Peter, Queen-st, Cheapside, Woollen Warehouseman.
 Nov 23. Comp. Reg Dec 21.
 Penning, Hy Wm, Marlborough, Wilts, Architect. Nov 24. Asst.
 Reg Dec 23.
 Perry, Geo Hy, & Robt Scott Taylor, Nottingham, Lace Manufacturers.
 Nov 25. Conv. Reg Dec 21.
 Rait, Walter, Queen's-ter, St John's-wood, Timber Merchant. Nov
 29. Comp. Reg Dec 23.
 Redmond, Thos, Kirkdale, Lancaster, Cart and Team Owner. Dec
 1. Comp. Reg Dec 23.
 Richards, Wm Hy, King-st, Long Acre, Coach Ironmonger. Dec 7.
 Comp. Reg Dec 22.
 Roberts, Gwan, Rhyll, Flint, Grocer. Nov 29. Conv. Reg Dec 22.
 Robins, Chas Wm, Bristol, Ship Broker. Nov 29. Conv. Reg Dec 21.
 Ryland, Hy Thos, Cheltenham, Gloucester, Builder. Dec 16. Conv.
 Reg Dec 23.
 Sayce, Wm, Castle-sq, Haverfordwest, Stationer. Nov 28. Conv.
 Reg Dec 21.
 Shaw, Chas, Landport, Hants, Baker and Grocer. Dec 8. Conv.
 Reg Dec 22.
 Short, Wm Hy, Southsea, Hants, Acting Measurer in Portsmouth
 Dockyard. Dec 21. Asst. Reg Dec 22.
 Southwood, Wm, Leeds, York, Boot Top Maker. Dec 1. Comp.
 Reg Dec 23.
 Stevens, Jas Edwd, Clapham-rd, Ladies' Outfitter. Nov 23. Conv.
 Reg Dec 21.
 Stocks, Saml, Old Jewry-chambers, Comm Agent. Dec 16. Comp.
 Reg Dec 21.
 Storbeck, John, Poultry, Watch Maker. Dec 9. Comp. Reg Dec 22.
 Thornton, Benj, Nevill Holt, nr Leicester, Iron Ore Merchant and
 Colliery Proprietor. Nov 24. Conv. Reg Dec 21.
 Tomlinson, Benj, Kingston-upon-Hull, Leather Seller. Dec 1. Conv.
 Reg Dec 21.
 Travis, Jas Buckley, Oldham, Lancaster, Chemist. Nov 26. Conv.
 Reg Dec 23.
 Viner, Wm Jas, Eastbourne, Sussex, Grocer. Nov 28. Asst. Reg
 Dec 22.
 Webster, Geo, sen, Farnworth, Lancaster, Stone Mason. Dec 7.
 Conv. Reg Dec 20.
 Webster, Jas, Wimbeldon, Grocer. Nov 23. Conv. Reg Dec 20.
 West, Mary, Margaret-st, Cavendish-sq, Widow. Dec 2. Arr. Reg
 Dec 22.
 Williams, John, Beaumaris, Anglesey, Builder. Dec 7. Comp. Reg
 Dec 23.
 Wright, Joshua, Cheltenham, Gloucester, Fly Proprietor. Nov 29.
 Comp. Reg Dec 23.

TUESDAY, Dec. 27, 1864.

Banks, John, Woolwich, Tailor. Dec 10. Asst. Reg Dec 24.
 Barnes, John Dean, Witney, Oxford, Baker. Dec 2. Conv. Reg Dec
 26.
 Barnett, Wm, Aston-upon-Carrant, Ashchurch, Gloucester, Farmer.
 Dec 2. Comp. Reg Dec 24.
 Bondy, Hy, Harp-lane, Merchant. Dec 22. Conv. Reg Dec 27.
 Slight, Hy, & Benj Booth, Boston, Lincoln, Builders. Nov 28. Asst.
 Reg Dec 26.
 Briggs, Chester, Sotterley, Suffolk, Farmer. Dec 6. Conv. Reg Dec
 27.
 Brittain, Geo Septimus, Sheffield, Butcher. Dec 2. Comp. Reg
 Dec 24.
 Brooks, Edgar, Birm, Gun Manufacturer. July 11. Comp. Reg Dec
 24.
 Buckley, Jas, Oldham, Radcliffe, Broadbent, Cotton Spinner. Nov 28.
 Asst. Reg Dec 26.
 Byerley, Edwin, Rhymaney, Monmouth, Grocer. Nov 28. Conv. Reg
 Dec 24.
 Clarkson, Wm Thos, Kingston-upon-Hull, Merchant. Dec 9. Conv.
 Reg Dec 24.
 Crook, Jas, Old Kent-rd, Coal Merchant. Dec 13. Comp. Reg
 Dec 24.
 Dale, John, Kingston-upon-Hull, Butcher. Dec 16. Comp. Reg
 Dec 22.
 Decker, Hy, Liskeard, Cornwall, Printer. Dec 14. Comp. Reg
 Dec 27.
 Duckworth, Fredk John, Brabant-st, Philpot-lane, Comm Agent.
 Nov 26. Inspectorship. Reg Dec 24.
 Elliott, Jas, Newcastle-upon-Tyne, Chemist. Nov 25. Conv. Reg
 Dec 23.
 Fell, Benj, Sunnyside, Lancaster, Cotton Manufacturer. Nov 28.
 Conv. Reg Dec 26.
 Gardner, Wm, & Peter Gardner, Lpool, Timber Merchants. Dec 15.
 Comp. Reg Dec 26.
 Gibson, Joshua, Leeds, Cloth Merchant. Nov 29. Comp. Reg Dec 26.

Green, Thos, Ipswich, Suffolk, Tobacconist. Dec 22. Comp. Reg Dec 24.
 Groves, Daniel, & Wm Briggs, Over Darwen, Lancaster, Cotton Manufacturers. Nov 30. Conv. Reg Dec 27.
 Halford, Mary Ann, Manch, Beer Retailer. Dec 19. Conv. Reg Dec 22.
 Hankin, Wm Hy, Ormskirk, Lancaster, Grocer. Dec 12. Conv. Reg Dec 23.
 Harley, Wm, Eccleshill, Bradford, York, Cloth Manufacturer. Nov 12. Conv. Reg Dec 10.
 Howard, Jas, Heywood, Lancaster, Printer. Dec 1. Conv. Reg Dec 27.
 Josh, Saml, Sheffield, Grocer. Nov 28. Comp. Reg Dec 24.
 Johnson, Isaac, Blaydon, Durham, Timber Merchant. Nov 29. Conv. Reg Dec 23.
 Jones, Wm Griffith, Chatham, Kent, Linen Draper. Dec 8. Conv. Reg Dec 23.
 Lazard, Edouard, Moorgate-st, Merchant. Dec 12. Inspectorship. Reg Dec 23.
 Loxham, Robt, Ormskirk, Lancaster, Corn Dealer. Nov 28. Conv. Reg Dec 23.
 Milnes, Wm Edge, Birkenhead, Chester, Draper. Dec 3. Comp. Reg Dec 24.
 Newrick, Wm, Darlington, Durham, Miller. Nov 28. Conv. Reg Dec 26.
 Page, Martin, Buxton-rd, Stratford, Essex, Builder. Dec 19. Comp. Reg Dec 24.
 Parsons, John, Grigg, Holsworthy, Devon, Innkeeper. Dec 9. Conv. Reg Dec 26.
 Peart, Geo Symes, Chelsea-villas, West Brompton, out of business. Dec 22. Comp. Reg Dec 23.
 Perkin, Saml, & Thos Perkin, Leeds, Tow Spinners. Dec 7. Asst. Reg Dec 24.
 Ralph, Allen Kemp, Ipswich, Suffolk, Coach Builder. Dec 13. Comp. Reg Dec 24.
 Risher, Jas Laws, North Shields, Northumberland, Draper. Dec 8. Comp. Reg Dec 24.
 Rogers, Thos, Lpool, Licensed Victualler. Nov 25. Conv. Reg Dec 23.
 Salomons, Aaron, Old Change, Warehouseman. Nov 29. Conv. Reg Dec 24.
 Smart, Hy, Southampton, Draper. Nov 24. Comp. Reg Dec 22.
 Sparks, Robt Fredk, & Fredk John Moore, Lpool, Merchants. Dec 9. Asst. Reg Dec 24.
 Stait, Geo, Birm, Builder. Dec 1. Comp. Reg Dec 27.
 Stansfield, Joseph, Hebbden Bridge, York, Boot and Shoe Maker. Dec 12. Asst. Reg Dec 24.
 Waddington, Thos, John's-row, Old Ford-rd, Corn Chandler. Dec 12. Comp. Reg Dec 23.
 Walker, Saml John, Nottingham, Builder. Nov 30. Conv. Reg Dec 24.
 Walker, Wm, Lloyd's Coffee House, Underwriter. Dec 15. Conv. Reg Dec 23.
 Wallis, John, & Wm Hutchinson, Ramsbottom, Lancaster, Cotton Manufacturers. Nov 29. Conv. Reg Dec 23.
 Wilde, Wm, jun, Leicester-sq, Licensed Victualler. Nov 28. Comp. Reg Dec 24.
 Wood, Geo, Weston-super-Mare, Somerset, Shopkeeper. Dec 7. Conv. Reg Dec 27.
 Wright, Jas, Leeds, Dyer. Dec 10. Comp. Reg Dec 24.

Bankrupts.

FRIDAY, Dec. 23, 1864.

To Surrender in London.

Adams, Robt, King William-st, Gun and Pistol Manufacturer. Adj Nov 30. Jan 13 at 12. Dubois, Gresham-st.
 Atfield, Fredk Waxmore, Wrexham, Surrey, Licensed Victualler. Pet Dec 20. Jan 3 at 2. Shiers, New-inn, Strand.
 Baxter, Wm, Granville-ter, Peckham-rye, Merchant's Clerk. Pet Dec 21. Jan 5 at 11. Hicks, Moorgate-st.
 Belcher, Chas, Prisoner for Debt, London. Pet Dec 19 (for pau). Jan 16 at 11. Atkinson, Bedford-rd.
 Bilton, Thos Wm Carey-st, Lincoln's-inn, Attorney-at-Law. Pet Dec 17. Jan 16 at 12. Camp, Paternoster-row.
 Birkett, John Jas, jun, Prisoner for Debt, London. Pet Dec 19. Jan 4 at 11. Greatorex, Chancery-lane.
 Brennan, Eliz Mary Flaxman, Norwich, Widow. Pet Dec 15. Jan 16 at 11. Jay & Pilgrim, Norwich.
 Burger, De Voor Vredenburg Bronswencke, Prisoner for Debt, London. Adj Dec 17. Jan 4 at 1. Aldridge.
 Butt, Robt, Greaves, Adde-st, Lace and Commission Agent. Pet Dec 20. Jan 4 at 12. Treherne & Wolferstan, Aldermanbury.
 Coleman, Hy, Regent-st, Waterloo-pl, Wine Merchant. Pet Dec 19. Jan 3 at 1. Innes & Son, Basinghall-st.
 Genge, John Chitty, Prisoner for Debt, Winchester, Hants. Pet Dec 21. Jan 4 at 12. White, Dane's-inn.
 Greene, Alex Montgomery, Norfolk-st, Lower-rd, Islington, Oil and Colourman. Pet Dec 20. Jan 4 at 12. Allen, Chancery-lane.
 Hilzinger, Joseph, Rodney-st, Pentonville, out of business. Pet Dec 21. Jan 5 at 12. Cartwright, Bishopsgate-st Within.
 Holden, Thos, Prisoner for Debt, London. Pet Dec 21 (for pau). Jan 3 at 12. Kent, Mitre-court-chambers.
 Howard, Wm Little, King's Head Hotel, Sandown, Isle of Wight, no occupation. Pet Dec 20 (for pau). Jan 5 at 11. Wyatt, Great Carter-lane.
 Jones, David, Prisoner for Debt, London. Adj Dec 17. Jan 4 at 1. Aldridge.
 Keen, Arthur, St John-st, Smith-sq, Westminster, out of employ. Pet Dec 21. Jan 4 at 12. Lumley & Lumley, Moorgate-st.
 King, Richd Twyford, Park-pl, Regent's-pk, Iron Merchant. Pet Dec 21. Jan 18 at 1. Fearpoint, Leicester-sq.
 Knight, Chas, Prisoner for Debt, London. Adj Dec 17. Jan 4 at 1. Aldridge.
 Lane, Joseph, Notting-hill-ter, Notting-hill. Coma Agent. Pet Dec 19. Jan 16 at 11. Farington, George-st, Mansion-house.
 Laskey, John Richd, Banner-st, St Luke's, Cabinet Maker. Pet Dec 19. Jan 16 at 11. Wyatt, Gt Carter-lane.
 Le Cren, Geo, Fleet-sq, Graham-rd, Dalston, out of employment. Pet Dec 21. Jan 18 at 12. Wyatt, Gt Carter-lane.

McNamara, Jas, Prisoner for Debt, London. Adj Dec 17. Jan 4 at 1. Aldridge.
 Mays, Richd, Derby-ter, Plumstead, Kent, Pig Jobber. Pet Dec 21. Jan 5 at 11. Buchanan, Basinghall-st.
 Moffat, David, Prisoner for Debt, London. Adj Dec 17. Jan 4 at 1. Aldridge.
 Munoz, Domingo, Prisoner for Debt, London. Adj Dec 17. Jan 4 at 1. Aldridge.
 Muratori & Co, Hatton-garden, Italian and French Warehousemen. Pet Dec 21. Jan 4 at 2. Champion, Ironmonger-lane.
 Nichols, Benson, Lavenham, Buckingham, Grocer. Pet Dec 20. Jan 3 at 2. Ellis & Crossfield, America-sq.
 Pinker, Wm, Gt Western-ter, Paddington, Stone Mason. Pet Dec 14. Jan 3 at 11. Halse & Co, Cheapside.
 Price, Nathaniel, Prisoner for Debt, Springfield. Adj Dec 17. Chelmsford, Jan 4 at 12. Aldridge.
 Ray, Wm, Lower Belgrave-pl, Fimlico, Wine Merchant. Pet Dec 20. Jan 3 at 2. Poole, Bartholomew-close.
 Rodger, Joseph Horatio, Prisoner for Debt, London. Pet Dec 21. Jan 4 at 2. Stocken, Leadenhall-st.
 Skinner, Christopher, Northampton, Shoe Manufacturer. Pet Dec 20. Jan 4 at 12. Shields & White, Northampton.
 Steer, Jas, & Stephen Steer, Oxford-st, Bedstead and Bedding Manufacturers. Pet Dec 17. Jan 16 at 12. Bolton, Berners-st.
 Woodard, Ephraim, Prisoner for Debt, London. Adj Dec 17. Jan 4 at 1. Aldridge.
 Wright, Wm Robt, Prisoner for Debt, London. Adj Dec 17. Jan 4 at 1. Aldridge.

To Surrender in the Country.

Andrews, John, Prisoner for Debt, Walton. Adj Dec 14. Liverpool, Jan 5 at 11.
 Archer, John, Prisoner for Debt, Walton. Pet Dec 20. Liverpool, Jan 5 at 11. Drabner, Liverpool.
 Ashley, Hy, Bristol, Builder. Pet Dec 20. Bristol, Jan 20 at 12. Hill.
 Bancroft, Geo, Gorstage, Weaverham, Chester, Grocer and Shoemaker. Pet Dec 19. Northwich, Jan 5 at 11. Thompson, Northwich.
 Bean, Joseph, Doncaster, York, Labourer. Pet Dec 20. Doncaster, Jan 3 at 12. Wright, Doncaster.
 Berger, Joseph Chas, Liverpool, Metal Broker and Merchant. Pet Dec 20. Liverpool, Jan 6 at 11. Anderson & Collins, Liverpool.
 Bewley, Wm, Carlisle, Cumberland, out of business. Pet Dec 16. Carlisle, Jan 12 at 11. Wannop, Carlisle.
 Carruthers, Wm, Bury, Lancaster, Reedmaker. Pet Dec 21. Bury, Jan 12 at 9. Anderton, Bury.
 Clapp, Benj, Exeter, Baker. Pet Dec 21. Exeter, Jan 4 at 11. Floud, Exeter.
 Clarke, Michael Wm, Prisoner for Debt, London. Adj Dec 21 (for pau). Bristol, Jan 20 at 12.
 Cragg & Son, Leicester, Upholsterers. Pet Dec 20. Birm, Jan 10 at 11. Stevenson, Leicester.
 Denning, Thos, Penarth, Glamorgan, Shoemaker. Pet Dec 20. Cardiff, Jan 6 at 11. Stephens, Cardiff.
 Edwards, Jas, Prisoner for Debt, Bristol. Adj Dec 21 (for pau). Bristol, Jan 24 at 12.
 Fowler, Jasper Villiers, Lpool, Barman. Pet Dec 16. Lpool, Jan 5 at 3. Hilsen, Lpool.
 Fowls, John, Lpool, Timber Merchant. Pet Dec 12. Lpool, Jan 6 at 11. Lloyd & Co, Lpool.
 Goodman, Jas, Hertford, Plait Dealer. Pet Dec 16. St Albans, Jan 3 at 11. Annesley, St. Albans.
 Haigh, Wm, Denby Dale, York, Manufacturer. Adj Dec 13. York, Jan 9 at 11. Young, Leeds.
 Hendrie, Michael, Longtown, Cumberland, Brewer. Adj Dec 12. Carlisle, Jan 12 at 11. Wannop, Carlisle.
 Head, Wm, Carlisle, nr Snaith, York, Tailor and Innkeeper. Adj Dec 13. Leeds, Jan 9 at 11. Young, Leeds.
 Henshall, Saml, Fulshaw, nr Wilmslow, Chester, Joiner. Pet Dec 15. Altrincham, Jan 2 at 11. Ambler, Manchester.
 Hicks, Wm, Chedworth, Gloucester, Contractor and Farrier. Pet Dec 19. Northleach, Jan 6 at 3. Chesshyre, Cheltenham.
 Holland, Esther, Cambridge, Saddler. Pet Dec 20. Cambridge, Jan 5 at 1. Garratt, Cambridge.
 Howard, Emanuel Simon, Norwich, Blind Maker. Pet Dec 20. Norwich, Jan 4 at 11. Atkinson.
 Hughes, Geo Griffiths, Prisoner for Debt, Walton. Adj Dec 11. Lpool, Jan 5 at 11. Turner, Lpool.
 Jellyman, Fredk, Banbury, Oxford, Rope-maker. Pet Dec 19. Banbury, Jan 5 at 10. Kilby, Banbury.
 Jones, Wm, Merthyr Tydfil, Glamorgan, Fireman. Pet Dec 20. Merthyr Tydfil, Jan 3 at 12. Kempthorne, Neath.
 Kent, Saml, Brighton, Sussex, Coach Painter. Pet Dec 17. Brighton, Jan 4 at 11. Penfold, Brighton.
 Leonard, Wm, Kingston-upon-Hull, Butcher. Adj Dec 14. Kingston-upon-Hull, Jan 5 at 11. Summers, Hull.
 Lockyer, Edwd, Prisoner for Debt, Bristol. Adj Dec 21 (for pau). Bristol, Jan 20 at 12.
 Lunt, Thos, Lpool, Carver and Gilder. Pet Dec 20. Lpool, Jan 6 at 3. Parker, Lpool.
 McCabe, Terence, Dipton, Durham, Labourer. Pet Dec 19 (for pau) Durham Jan 4 at 12. Thompson & Lisle, Durham.
 Mitchell, Saml, Torquay, Devon, Currier. Pet Dec 21. Newton Abbot, Jan 5 at 11. Michelmore, Newton Abbot.
 Nawells, John, Whitehaven, Cumberland, Draper. Pet Dec 17. Newcastle-upon-Tyne, Jan 11 at 12.30. J. & R. S. Watson, Newcastle-upon-Tyne.
 Newson, Robt, Lowestoft, Suffolk, Bricklayer. Pet Dec 19. Lowestoft, Jan 10 at 12. Chamberlin & Archer, Lowestoft.
 Rawsthorne, Richd, Lpool, Licensed Victualler. Adj Dec 14. Lpool, Jan 5 at 12.
 Ridyard, Thos, jun, Prisoner for Debt, Walton. Adj Dec 14. Lpool, Jan 3 at 3.
 Rose, Richd, Rochdale, Lancaster, Joiner and Builder. Pet Dec 20. Manch, Jan 10 at 12. Boote, Manch.
 Ryan, John, Dipton, Durham, Labourer. Adj Dec 14. Shotley Bridge, Jan 10 at 3. Thompson & Lisle, Durham.

Ryan, Patrick, Gateshead, Durham, Labourer. Adj Dec 14. Shotley Bridge, Jan 10 at 3. Thompson & Lisle, Durham.
 Shelton, Saml, Buckingham, Shoe Manufacturer. Pet Dec 19. Newport, Jan 13 at 12. Becke, Northampton.
 Spalding, Joseph, Swaffham Prior, Cambridge, Grocer. Pet Dec 15. Cambridge, Jan 3 at 11. French, Cambridge.
 Stoney, John, Brighouse, York, Weaver. Adj Dec 13. Halifax, Jan 6 at 10.
 Ullathorne, Frank, Kingston-upon-Hull, Draper. Pet Dec 17. Leeds, Jan 11 at 12. Spurr, Hull.
 Ward, John, Hoyland, nr Barnsley, York, Grocer's Assistant. Adj Dec 13. Barnsley, Jan 5 at 12. Mason, York.
 Weavil, John, Milsbridge, nr Huddersfield, York, Joiner. Pet Dec 21. Leeds, Jan 9 at 11. Barwick, Leeds.
 Westall, Thos John Hawkins, Prisoner for Debt, Hereford. Adj Dec 19. Birn, Jan 23 at 12. James & Griffin, Birn.
 White, John, & Eliza White, Ilmcom, Chester, Clothiers. Pet Dec 21. Manich, Jan 9 at 11. Gardner, Manich.
 White, John Thos, Tonbridge, Kent, Innkeeper. Pet Dec 19. Tonbridge, Jan 6 at 11. Palmer, Tonbridge.
 Wills, John, Wells, Somerset, Horse and Cattle Dealer. Pet Dec 20. Wells, Jan 9 at 12. Reed, Bridgewater.
 Woodhall, Ambrose, Prisoner for Debt, Manich. Pet Dec 13 (for pau). Manich, Jan 16 at 9.30. Gardner, Manich.
 Young, Shadrach, Hemel Hempstead, Hertford, Straw Plait Dealer, & Meshach Young, Harpenden, Hertford, Journeyman Butcher. Pet Dec 16. St Albans, Jan 3 at 11. Annesley, St Albans.

TUESDAY, Dec. 27, 1864.]

To Surrender in London.

Baker, Daniel Thompson, Old Cavendish-st, St Marylebone, Heraldic Artist. Pet Dec 21. Jan 23 at 12. White & Sons, Bedford-row.
 Barras, John Renwick, Prisoner for Debt, London. Adj Dec 17. Jan 10 at 1.
 Barton, Geo, Blackman-st, Southwark, out of business. Pet Dec 23. Jan 9 at 12. Jarman, Basinghall-st.
 Bayley, John, Whitecross-st, Eating-house Keeper. Adj Dec 17. Jan 18 at 2.
 Bradford, Geo, Robert-st, Brixton-rd, Bear Retailer. Pet Dec 22. Jan 16 at 1. Whalley, Symonds-lane, Chancery-lane.
 Brown, Wm, Prisoner for Debt, London. Pet Dec 23. Jan 9 at 12. Peckham & Salt, Great Knightbridge-st, Doctors' Commons.
 Coldman, Wm, Prisoner for Debt, London. Adj Dec 16. Jan 10 at 12. Cowen, Robt Tassie, Bedford-ter, Camberwell, Musician. Pet Dec 22. Jan 23 at 12. Paddison, New Boswell-st, Lincoln's-inn.
 Daniel, Robt Lloyd, Princess-ter, Regent's-pk, Manager to a Cemetery. Pet Dec 22. Jan 18 at 1. Phelps, Bucklersbury.
 Dumas, Peter, Anchor-st, Bethnal-green, Silk Dealer. Adj Dec 17. Jan 23 at 11.
 Earl, Geo, Prisoner for Debt, Lewes. Pet Dec 12. Jan 9 at 11. Miller, Shortmore-lane.
 Fletcher, Fredk, Bermondsey-sq, Furniture Dealer. Pet Dec 23. Jan 18 at 2. Parsons, Church-st, Westminster.
 Fletcher, Geo, Prisoner for Debt, Ipswich. Adj Dec 14. Jan 10 at 11. Gill, John, Prisoner for Debt, London. Adj Dec 17. Jan 10 at 1.
 Green, Fras Holman, Chapel-rd, Lower Norwood, Carpenter. Pet Dec 22. Jan 9 at 11. Davis, Gresham-st.
 Haunford, Edwin, Prisoner for Debt, London. Adj Dec 17. Jan 10 at 12.
 Harwood, John Chas, Hampstead-rd, Bread & Biscuit Baker. Pet Dec 23. Jan 9 at 12. Ody & Adams, Trinity-st, Southwark.
 Hirst, John, Shaftesbury-st, New North-rd, Islington, Builder. Pet Dec 21. Jan 23 at 12. Drew, New Basinghall-st.
 Kemp, Elias, Prisoner for Debt, London. Dec 17. Jan 10 at 1.
 Laukstone, Felix Wm, Walpole-st, New-cross-rd, Builder. Adj Dec 16. Jan 18 at 1.
 Layton, Francis Andrew, Prisoner for Debt, London. Pet Dec 22. Jan 9 at 11. Childley, Old Jewry.
 Lewis, Jas, Prisoner for Debt, London. Adj Dec 16. Jan 10 at 11.
 Luntley, John, Liverpool-st, Undertaker. Pet Dec 21. Jan 23 at 1.
 Peverley, Coleman-st.
 Mann, Robt, Waterloo-rd, Corn Chandler. Adj Dec 16. Jan 18 at 2.
 Matthews, Jonathan, Earl-st, East Paddington, Job Master. Adj Dec 16. Jan 18 at 1.
 Milton, Harman Matthew, Prisoner for Debt, London. Adj Dec 17. Jan 18 at 1.
 Mitchell, John, Prisoner for Debt, London. Adj Dec 17. Jan 10 at 1.
 Mortimer, Jas, Prisoner for Debt, London. Adj Dec 17. Jan 23 at 12.
 Mussett, Hy, George-lane, Botolph-lane, Stationer. Pet Dec 22. Jan 16 at 1. Wright, Chancery-lane.
 Parker, Joseph, Prisoner for Debt, London. Adj Dec 17. Jan 10 at 12.
 Pike, Hy Clark, High-st, Peckham, Watchmaker. Pet Dec 20. Jan 16 at 2. Stapcoole, Old Broad-st.
 Reed, Hy Joseph, Prisoner for Debt, Norwich. Adj Dec 19. Jan 9 at 12. Aldridge.
 Robinson, Chas, Plaistow, Essex, Builder. Adj Dec 17. Jan 16 at 2.
 Sender, Aron, & Gerson Sender, Hoxton-sq, Shoe Manufacturers. Pet Dec 14. Jan 23 at 11. Ford & Lloyd, Bloomsbury-sq.
 Simkins, John Edw, Prisoner for Debt, London. Adj Dec 17. Jan 23 at 11.
 Simon, Saml Selig, Prisoner for Debt, London. Adj Dec 17. Jan 23 at 1.
 Slater, Richd, jun, De Beauvoir-rd, Kingsland, Ironmonger's Assistant. Pet Dec 23. Jan 10 at 1. Woodward, Fenchurch-st.
 Southey, Richd, Kilburn, Cab Proprietor. Pet Dec 23. Jan 18 at 2. Leck, Lincoln's-inn-fields.
 Start, Saml, Colchester, Essex, Carpenter. Pet Dec 10. Jan 23 at 11. Jones, Colchester.
 Treacher, David, George-pl, Bermondsey, Publican. Adj Dec 17. Jan 18 at 2.
 Ward, Wm, Prisoner for Debt, London. Adj Dec 16. Jan 10 at 1.
 Whitehead, Joseph, Balaclava-rd, Bermondsey, out of business. Pet Dec 23. Jan 9 at 12. Ody & Adams, Trinity-st, Southwark.

Wiggett, David, Prisoner for Debt, London. Adj Dec 17. Jan 10 at 12.

To Surrender in the Country.

Allen, Thos, Sheffield, Yorkshire, Comm Agent. Pet Dec 20. Leeds, Jan 20 at 12. Mason, York.
 Billyeald, Thos, jun, Lace Manufacturer, Nottingham. Adj Dec 20. Birn, Jan 10 at 11.
 Blake, John, Gunnislake, Calstock, Cornwall, Master-at-Arms in Her Majesty's Navy. Adj Dec 13. Bodmin, Jan 9 at 12.
 Bond, Wm, Bromsborough, Gloucester, Miller. Pet Dec 24. Jan 7 at 10. Piper, Leebury.
 Cooks, Wm, Knighton, Radnor, Draper. Pet Dec 23. Bristol, Jan 13 at 11. Brittan & Sons, Bristol.
 Cooper, Wm, Nantwich, Chester, Baker. Pet Dec 24. Lpool, Jan 12 at 12. Best, Lpool.
 Corby, John, Mayorhold, Northampton, News Agent. Pet Dec 22. Northampton, Jan 7 at 10. Shield & White, Northampton.
 Crawshaw, Jas, Epworth, Lincoln, Shoemaker. Pet Dec 21. Thorne, Jan 11 at 1. Morris, Epworth.
 Delahay, Wm, Ross, Hereford, Painter. Pet Dec 20. Ross, Jan 10 at 12. Minett, Ross.
 Doyle, Wm, Lpool, Printer. Pet Dec 22. Jan 9 at 2. Blackhurst, Lpool.
 Farley, John, Birn, Gas Fitting Manufacturer. Pet Dec 22. Birn, Jan 16 at 10. Powell & Son, Birn.
 Fletcher, Joseph, Rotherham, York, Boot Maker. Pet Dec 20. Leeds, Jan 20 at 12. Ryalls, Sheffield.
 Fripp, Saml Chas, Clifton, Bristol, Architect. Pet Dec 23. Bristol, Jan 13 at 11. Taddy, Bristol.
 Gibson, Chas Alfred, Newtown, Leeds, out of business. Pet Dec 21. Jan 11 at 12. Harle, Leeds.
 Groves, Chas, Aston New Town, Birn, Grocer. Pet Dec 20. Birn, Jan 13 at 12. Free, Birn.
 Heap, Jas, Prisoner for Debt, Manich. Adj Dec 16. Manich, Jan 16 at 9.30. Bennett, Manich.
 Hogg, John, Doncaster, York, Bookseller. Adj Dec 13. Sheffield, Jan 20 at 12.
 Hollins, Thos, Melbourne, Derby, Shopkeeper. Pet Dec 19. Derby, Jan 5 at 12. Bourne, Derby.
 Irving, Danl, Little Broughton, Cumberland, Butcher. Pet Dec 20. Cockermonth, Jan 6 at 3. Hayton, Cockermonth.
 Jackson, Geo, Lpool, File Maker. Pet Dec 22. Lpool, Jan 10 at 3. Blackhurst, Lpool.
 Kemp, Jas, sen, Birn, Journeyman Baker. Pet Dec 22. Birn, Jan 17 at 10. East, Birn.
 King, Hyson Israel, Birn, Cap Manufacturer. Pet Dec 24. Birn, Jan 16 at 10. East, Birn.
 James, Anna Maria, Bath, Tailor. Pet Dec 21. Bath, Jan 10 at 11. Bartrum, Bath.
 McHugh, Michael, Sheffield, Shoe Dealer. Pet Dec 15. Leeds, Jan 20 at 12. Smith & Burdekin, Sheffield.
 Neal, Joshua Louis, Spittlegate, Lincoln, Cordwainer. Pet Dec 21. Grantham, Jan 4 at 11. Malim, Grantham.
 Neill, John, Prisoner for Debt, Manich. Adj Dec 16. Manich, Jan 10 at 11.
 Parkinson, Jas Singleton, Hulme, Lancaster, Mechanic. Pet Dec 22. Salford, Jan 14 at 9.30. Swan, Manich.
 Task, Wm, Grantham, Lincoln, Groom. Pet Dec 21. Grantham, Jan 4 at 11. Malim, Grantham.
 Shaw, Geo, Prisoner for Debt, Manich. Adj Dec 16. Salford, Jan 14 at 9.30.
 Simmonds, Edwd, East Grinstead, Sussex, Blacksmith. Pet Dec 22. East Grinstead, Jan 12 at 11.
 Stokes, John, Birn, Licensed Victualler. Pet Dec 20 (for pau). Jan 13 at 12. James & Griffin, Birn.
 Stringer, Chas, Shelley, nr Huddersfield, York, Weaver. Adj Dec 13. Jan 12 at 10. Taylor, Huddersfield.
 Walker, Geo, Halifax, York, Woollen Manufacturer. Pet Dec 14. Leeds, Jan 9 at 11. Bond & Barwick, Leeds.
 Ward, Wm Triffitt, Upper Wortley, nr Leeds, Joiner and Builder. Pet Dec 21. Leeds, Jan 11 at 12. Harle, Leeds.

BANKRUPTCIES ANNULLED.

FRIDAY, Dec. 23, 1864.

Pickard, Thos, & Wm Hindle, Leeds, Cloth Manufacturers. Dec 17. Wilkinson, Joshua, Sheffield, Auctioneer. Dec 14.

TO SOLICITORS, &c., requiring DEED BOXES,
 will find the best-made article lower than any other house. Lists of Prices and sizes may be had gratis or sent post free.
RICHARD & JOHN SLACK, 336, Strand, opposite Somerset House. Established nearly 50 years. Orders above £2 sent carriage free.

SLACK'S FENDER AND FIRE-IRON WARE-
 HOUSE is the MOST ECONOMICAL, consistent with good quality:—
 Iron Fenders, 3s. 6d.; Bronzed ditto, 8s. 6d., with standards; superior Drawing-room ditto, 14s. 6d. to 50s.; Fire Irons, 2s. 6d. to 29s. Patent Dish Covers, with handles to take off, 18s. set of six. Table Knives and Forks, 8s. per dozen. Roasting Jacks, complete, 7s. 6d. Tea-trays, 6s. 6d. set of three; elegant Paper Maché ditto, 25s. the set. Teapots, with plated knob, 5s. 6d.; Coal Scuttles, 2s. 6d. A set of Kitchen Utensils for cottage, £3. Slack's Cutlery has been celebrated for 50 years. Ivory Table Knives, 14s., 16s., and 18s. per dozen. White Bone Knives and Forks, 8s. 9d. and 12s.; Black Horn ditto, 8s. and 10s. All warranted.

As the limits of an advertisement will not allow of a detailed list, purchasers are requested to send for their Catalogue, with 350 drawings, and prices of Electro-Plated, Warranted Table Cutlery, Furnishing Ironmongery, &c. May be had gratis or post free. Every article marked in plain figures at the same low prices for which their establishment has been celebrated for nearly 50 years. Orders above £2 delivered carriage free per rail.

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